

providing Verizon with Listing Information, Intrado Comm***CLEC Acronym TXT*** warrants to Verizon that Intrado Comm***CLEC Acronym TXT*** has the right to provide such Listing Information to Verizon on behalf of its Customers. Intrado Comm***CLEC Acronym TXT*** shall make commercially reasonable efforts to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name, trademark, service mark or language used in the listing. Intrado Comm***CLEC Acronym TXT*** agrees to release, defend, hold harmless and indemnify Verizon from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Verizon's publication or dissemination of the Listing Information as provided by Intrado Comm***CLEC Acronym TXT*** hereunder.

4.8 Liability.

Verizon's liability to Intrado Comm***CLEC Acronym TXT*** in the event of a Verizon error in or omission of a ***CLEC Acronym TXT*** Customer listing shall not exceed the amount actually paid by ***CLEC Acronym TXT*** to Verizon for such listing. Intrado Comm***CLEC Acronym TXT*** agrees to take all reasonable steps, including, but not limited to, entering into appropriate contractual provisions with its Customers, to ensure that its and Verizon's liability to Intrado Comm***CLEC Acronym TXT***'s Customers in the event of a Verizon error in or omission of a listing shall be subject to the same limitations of liability applicable between Verizon and its own Customers as set forth in Verizon's applicable Tariffs.

4.9 Service Information Pages.

Verizon shall include all ***CLEC Acronym TXT*** NXX codes associated with the geographic areas to which each directory pertains, to the extent it does so for Verizon's own NXX codes, in any lists of such codes that are contained in the general reference portion of each directory. ***CLEC Acronym TXT***'s NXX codes shall appear in such lists in the same manner as Verizon's NXX information. In addition, when Intrado Comm***CLEC Acronym TXT*** is authorized to, and is offering, local service to Customers located within the geographic area covered by a specific directory, at Intrado Comm***CLEC Acronym TXT***'s request, Verizon shall include, at no charge, in the "Customer Guide" or comparable section of the applicable alphabetical directories, Intrado Comm***CLEC Acronym TXT***'s critical contact information for Intrado Comm***CLEC Acronym TXT***'s installation, repair and Customer service, as provided by Intrado Comm***CLEC Acronym TXT***. Such critical contact information shall appear alphabetically by local exchange carrier and in accordance with Verizon's generally applicable policies. Intrado Comm***CLEC Acronym TXT*** shall be responsible for providing the necessary information to Verizon by the applicable close date for each affected directory.

4.10 Directory Publication.

Nothing in this Agreement shall require Verizon to publish a directory where it would not otherwise do so.

4.11 Other Directory Services.

Intrado Comm***CLEC Acronym TXT*** acknowledges that if Intrado Comm***CLEC Acronym TXT*** desires directory services in addition to those

described herein, such additional services must be obtained under separate agreement with Verizon's directory publishing company.

5. Voice Information Service Traffic

- 5.1 For purposes of this Section 5, (a) Voice Information Service means a service that provides [i] recorded voice announcement information or [ii] a vocal discussion program open to the public, and (b) Voice Information Service Traffic means intraLATA switched voice traffic, delivered to a Voice Information Service. Voice Information Service Traffic does not include any form of Internet Traffic. Voice Information Service Traffic also does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties. Voice Information Service Traffic is not subject to Reciprocal Compensation charges under Section 177 of the Interconnection Attachment.
- 5.2 If an Intrado Comm***CLEC Acronym TXT*** Customer is served by resold Verizon dial tone line Telecommunications Service, to the extent reasonably feasible, Verizon will route Voice Information Service Traffic originating from such Service to the appropriate Voice Information Service connected to Verizon's network unless a feature blocking such Voice Information Service Traffic has been installed. For such Voice Information Service Traffic, Intrado Comm***CLEC Acronym TXT*** shall pay to Verizon without discount any Voice Information Service provider charges billed by Verizon to Intrado Comm***CLEC Acronym TXT***. Intrado Comm***CLEC Acronym TXT*** shall pay Verizon such charges in full regardless of whether or not Intrado Comm***CLEC Acronym TXT*** collects such charges from its Customer.
- 5.3 Intrado Comm***CLEC Acronym TXT*** shall have the option to route Voice Information Service Traffic that originates on its own network to the appropriate Voice Information Service connected to Verizon's network. In the event Intrado Comm***CLEC Acronym TXT*** exercises such option, Intrado Comm***CLEC Acronym TXT*** will establish, at its own expense, a dedicated trunk group to the Verizon Voice Information Service serving switch. This trunk group will be utilized to allow Intrado Comm***CLEC Acronym TXT*** to route Voice Information Service Traffic originated on its network to Verizon. For such Voice Information Service Traffic, unless Intrado Comm***CLEC Acronym TXT*** has entered into a written agreement with Verizon under which Intrado Comm***CLEC Acronym TXT*** will collect from Intrado Comm***CLEC Acronym TXT***'s Customer and remit to Verizon the Voice Information Service provider's charges, Intrado Comm***CLEC Acronym TXT*** shall pay to Verizon without discount any Voice Information Service provider charges billed by Verizon to Intrado Comm***CLEC Acronym TXT***. Intrado Comm***CLEC Acronym TXT*** shall pay Verizon such charges in full regardless of whether or not Intrado Comm***CLEC Acronym TXT*** collects such charges from its own Customer.

6. Intercept and Referral Announcements

- 6.1 When a Customer changes its service provider from Verizon to Intrado Comm***CLEC Acronym TXT***, or from Intrado Comm***CLEC Acronym TXT*** to Verizon, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides the Customer's new number or other appropriate information, to the extent known to the Party formerly providing service. Notwithstanding the

foregoing, a Party shall not be obligated under this Section to provide a Referral Announcement if the Customer owes the Party unpaid overdue amounts or the Customer requests that no Referral Announcement be provided.

- 6.2 Referral Announcements shall be provided, in the case of business Customers, for a period of not less than one hundred and twenty (120) days after the date the Customer changes its telephone number, and, in the case of residential Customers, not less than thirty (30) days after the date the Customer changes its telephone number; provided that if a longer time period is required by Applicable Law, such longer time period shall apply. Except as otherwise provided by Applicable Law, the period for a referral may be shortened by the Party formerly providing service if a number shortage condition requires reassignment of the telephone number.
- 6.3 This referral announcement will be provided by each Party at no charge to the other Party; provided that the Party formerly providing service may bill the Customer its standard Tariff charge, if any, for the referral announcement.

7. Originating Line Number Screening (OLNS)

Upon Intrado Comm^{***CLEC Acronym TXT***}'s request, Verizon will update its database used to provide originating line number screening (the database of information which indicates to an operator the acceptable billing methods for calls originating from the calling number (e.g., penal institutions, COCOTS).

8. Operations Support Systems (OSS) Services

8.1 Definitions.

The terms listed below shall have the meanings stated below:

- 8.1.1 Verizon Operations Support Systems: Verizon systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.
- 8.1.2 Verizon OSS Services: Access to Verizon Operations Support Systems functions. The term "Verizon OSS Services" includes, but is not limited to: (a) Verizon's provision of Intrado Comm^{***CLEC Acronym TXT***} Usage Information to Intrado Comm^{***CLEC Acronym TXT***} pursuant to Section 8.3 of this Attachment; and, (b) "Verizon OSS Information", as defined in Section 8.1.4 of this Attachment.
- 8.1.3 Verizon OSS Facilities: Any gateways, interfaces, databases, facilities, equipment, software, or systems, used by Verizon to provide Verizon OSS Services to Intrado Comm^{***CLEC Acronym TXT***}.
- 8.1.4 Verizon OSS Information: Any information accessed by, or disclosed or provided to, Intrado Comm^{***CLEC Acronym TXT***} through or as a part of Verizon OSS Services. The term "Verizon OSS Information" includes, but is not limited to: (a) any Customer Information related to a Verizon Customer or an Intrado Comm^{***CLEC Acronym TXT***} Customer accessed by, or disclosed or provided to, Intrado Comm^{***CLEC Acronym TXT***} through or as a part of Verizon OSS Services; and, (b) any Intrado Comm^{***CLEC Acronym TXT***} Usage Information (as defined in Section 8.1.6 of this Attachment) accessed by, or disclosed or provided to, Intrado Comm^{***CLEC Acronym TXT***}.

8.1.5 Verizon Retail Telecommunications Service: Any Telecommunications Service that Verizon provides at retail to subscribers that are not Telecommunications Carriers. The term "Verizon Retail Telecommunications Service" does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by Verizon.

8.1.6 Intrado Comm~~***CLEC Acronym TXT***~~ Usage Information: For a Verizon Retail Telecommunications Service purchased by Intrado Comm~~***CLEC Acronym TXT***~~ pursuant to the Resale Attachment, the usage information that Verizon would record if Verizon was furnishing such Verizon Retail Telecommunications Service to a Verizon end-user retail Customer.

8.1.7 Customer Information: CPNI of a Customer and any other non-public, individually identifiable information about a Customer or the purchase by a Customer of the services or products of a Party.

8.2 Verizon OSS Services.

8.2.1 Upon request by Intrado Comm~~***CLEC Acronym TXT***~~, Verizon shall provide to Intrado Comm~~***CLEC Acronym TXT***~~ Verizon OSS Services. Such Verizon OSS Services will be provided in accordance with, but only to the extent required by, Applicable Law.

8.2.2 Subject to the requirements of Applicable Law, Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services that will be offered by Verizon, shall be as determined by Verizon. Subject to the requirements of Applicable Law, Verizon shall have the right to change Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services, from time-to-time, without the consent of Intrado Comm~~***CLEC Acronym TXT***~~.

8.2.3 To the extent required by Applicable Law, in providing Verizon OSS Services to Intrado Comm~~***CLEC Acronym TXT***~~, Verizon will comply with Verizon's applicable OSS Change Management Guidelines, as such Guidelines are modified from time-to-time, including, but not limited to, the provisions of the Guidelines related to furnishing notice of changes in Verizon OSS Services. Verizon's OSS Change Management Guidelines will be set out on a Verizon website.

8.3 Intrado Comm~~***CLEC Acronym TXT***~~ Usage Information.

8.3.1 Upon request by Intrado Comm~~***CLEC Acronym TXT***~~, Verizon shall provide to Intrado Comm~~***CLEC Acronym TXT***~~ Intrado Comm~~***CLEC Acronym TXT***~~ Usage Information. Such Intrado Comm~~***CLEC Acronym TXT***~~ Usage Information will be provided in accordance with, but only to the extent required by, Applicable Law.

8.3.2 Intrado Comm~~***CLEC Acronym TXT***~~ Usage Information will be available to Intrado Comm~~***CLEC Acronym TXT***~~ through the following:

8.3.2.1 Daily Usage File on Data Tape.

8.3.2.2 Daily Usage File through Network Data Mover (NDM).

8.3.3 Intrado Comm~~***CLEC Acronym TXT***~~ Usage Information will be provided in an ATIS EMI format.

8.3.4 Daily Usage File Data Tapes provided pursuant to Section 8.3.2.1 of this Attachment will be issued each Business Day.

8.3.5 Except as stated in this Section 8.3, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, Intrado Comm~~***CLEC Acronym TXT***~~ Usage Information will be provided to Intrado Comm~~***CLEC Acronym TXT***~~ shall be determined by Verizon.

8.4 Access to and Use of Verizon OSS Facilities.

8.4.1 Verizon OSS Facilities may be accessed and used by Intrado Comm~~***CLEC Acronym TXT***~~ only to the extent necessary for Intrado Comm~~***CLEC Acronym TXT***~~'s access to and use of Verizon OSS Services pursuant to this Agreement.

8.4.2 Verizon OSS Facilities may be accessed and used by Intrado Comm~~***CLEC Acronym TXT***~~ only to provide Telecommunications Services to Intrado Comm~~***CLEC Acronym TXT***~~ Customers.

8.4.3 Intrado Comm~~***CLEC Acronym TXT***~~ shall restrict access to and use of Verizon OSS Facilities to Intrado Comm~~***CLEC Acronym TXT***~~. This Section 8 does not grant to Intrado Comm~~***CLEC Acronym TXT***~~ any right or license to grant sublicenses to other persons, or permission to other persons (except Intrado Comm~~***CLEC Acronym TXT***~~'s employees, agents and contractors, in accordance with Section 8.4.7 of this Attachment), to access or use Verizon OSS Facilities.

8.4.4 Intrado Comm~~***CLEC Acronym TXT***~~ shall not (a) alter, modify or damage the Verizon OSS Facilities (including, but not limited to, Verizon software), (b) copy, remove, derive, reverse engineer, or decompile, software from the Verizon OSS Facilities, or (c) obtain access through Verizon OSS Facilities to Verizon databases, facilities, equipment, software, or systems, which are not offered for Intrado Comm~~***CLEC Acronym TXT***~~'s use under this Section 8.

8.4.5 Intrado Comm~~***CLEC Acronym TXT***~~ shall comply with all practices and procedures established by Verizon for access to and use of Verizon OSS Facilities (including, but not limited to, Verizon practices and procedures with regard to security and use of access and user identification codes).

8.4.6 All practices and procedures for access to and use of Verizon OSS Facilities, and all access and user identification codes for Verizon OSS Facilities: (a) shall remain the property of Verizon; (b) shall be used by Intrado Comm~~***CLEC Acronym TXT***~~ only in connection with Intrado Comm~~***CLEC Acronym TXT***~~'s use of Verizon OSS Facilities permitted by this Section 8; (c) shall be treated by Intrado Comm~~***CLEC Acronym TXT***~~ as Confidential Information of Verizon pursuant to Section 10 of the General Terms and Conditions; and, (d) shall be destroyed or returned by Intrado Comm~~***CLEC Acronym~~

~~TX~~ to Verizon upon the earlier of request by Verizon or the expiration or termination of this Agreement.

- 8.4.7 Intrado Comm~~***CLEC Acronym TX~~'s employees, agents and contractors may access and use Verizon OSS Facilities only to the extent necessary for Intrado Comm~~***CLEC Acronym TX~~'s access to and use of the Verizon OSS Facilities permitted by this Agreement. Any access to or use of Verizon OSS Facilities by Intrado Comm~~***CLEC Acronym TX~~'s employees, agents, or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 10 of the General Terms and Conditions and Section 8.5.3.2 of this Attachment.

8.5 Verizon OSS Information.

- 8.5.1 Subject to the provisions of this Section 8, in accordance with, but only to the extent required by, Applicable Law, Verizon grants to Intrado Comm~~***CLEC Acronym TX~~ a non-exclusive license to use Verizon OSS Information.

- 8.5.2 All Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Section 8, Intrado Comm~~***CLEC Acronym TX~~ shall acquire no rights in or to any Verizon OSS Information.

- 8.5.3 The provisions of this Section 8.5.3 shall apply to all Verizon OSS Information, except (a) Intrado Comm~~***CLEC Acronym TX~~ Usage Information, (b) CPNI of Intrado Comm~~***CLEC Acronym TX~~, and (c) CPNI of a Verizon Customer or an Intrado Comm~~***CLEC Acronym TX~~ Customer, to the extent the Customer has authorized Intrado Comm~~***CLEC Acronym TX~~ to use the CPNI.

- 8.5.3.1 Verizon OSS Information may be accessed and used by Intrado Comm~~***CLEC Acronym TX~~ only to provide Telecommunications Services to Intrado Comm~~***CLEC Acronym TX~~ Customers.

- 8.5.3.2 Intrado Comm~~***CLEC Acronym TX~~ shall treat Verizon OSS Information that is designated by Verizon, through written or electronic notice (including, but not limited to, through the Verizon OSS Services), as "Confidential" or "Proprietary" as Confidential Information of Verizon pursuant to Section 10 of the General Terms and Conditions.

- 8.5.3.3 Except as expressly stated in this Section 8, this Agreement does not grant to Intrado Comm~~***CLEC Acronym TX~~ any right or license to grant sublicenses to other persons, or permission to other persons (except Intrado Comm~~***CLEC Acronym TX~~'s employees, agents or contractors, in accordance with Section 8.5.3.4 of this Attachment), to access, use or disclose Verizon OSS Information.

- 8.5.3.4 Intrado Comm~~***CLEC Acronym TX~~'s employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for Intrado Comm~~***CLEC Acronym TX~~'s access to, and

use and disclosure of, Verizon OSS Information permitted by this Section 8. Any access to, or use or disclosure of, Verizon OSS Information by Intrado Comm***CLEC Acronym TXT***'s employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 10 of the General Terms and Conditions and Section 8.5.3.2 of this Attachment.

8.5.3.5 Intrado Comm***CLEC Acronym TXT***'s license to use Verizon OSS Information shall expire upon the earliest of: (a) the time when the Verizon OSS Information is no longer needed by Intrado Comm***CLEC Acronym TXT*** to provide Telecommunications Services to Intrado Comm***CLEC Acronym TXT*** Customers; (b) termination of the license in accordance with this Section 8; or (c) expiration or termination of this Agreement.

8.5.3.6 All Verizon OSS Information received by Intrado Comm***CLEC Acronym TXT*** shall be destroyed or returned by Intrado Comm***CLEC Acronym TXT*** to Verizon, upon expiration, suspension or termination of the license to use such Verizon OSS Information.

8.5.4 Unless sooner terminated or suspended in accordance with this Agreement or this Section 8 (including, but not limited to, Section 2.2 of the General Terms and Conditions and Section 8.6.1 of this Attachment), Intrado Comm***CLEC Acronym TXT***'s access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or termination of this Agreement.

8.5.5 Audits.

8.5.5.1 Verizon shall have the right (but not the obligation) upon written notice to Intrado Comm to pay for a third-party audit of Intrado Comm***CLEC Acronym TXT*** to ascertain whether Intrado Comm***CLEC Acronym TXT*** is complying with the requirements of Applicable Law and this Agreement with regard to Intrado Comm***CLEC Acronym TXT***'s access to, and use and disclosure of, Verizon OSS Information for services provided under this Agreement.

8.5.5.2 Without in any way limiting any other rights Verizon may have under this Agreement or Applicable Law, Verizon shall have the right (but not the obligation) upon written notice to Intrado Comm to monitor Intrado Comm***CLEC Acronym TXT***'s access to and use of Verizon OSS Information which is made available by Verizon to Intrado Comm***CLEC Acronym TXT*** pursuant to this Agreement, to ascertain whether Intrado Comm***CLEC Acronym TXT*** is complying with the requirements of Applicable Law and this Agreement, with regard to ***CLEC Acronym TXT*** Intrado Comm's access to, and use and disclosure of, such Verizon OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor ***CLEC Acronym TXT***'s access to and use of Verizon OSS Information which is made available by Verizon to ***CLEC Acronym

TX^{***} through Verizon OSS Facilities but shall under no circumstances include Intrado Comm facilities and components.

8.5.5.3 Information obtained by Verizon pursuant to this Section 8.5.5 shall be treated by Verizon as Confidential Information of Intrado Comm^{***}CLEC Acronym TX^{***} pursuant to Section 10 of the General Terms and Conditions; provided that, Verizon shall have the right (but not the obligation) to use and disclose information obtained by Verizon pursuant to Section 8.5.5 of this Attachment to enforce Verizon's rights under this Agreement or Applicable Law.

8.5.6 Intrado Comm^{***}CLEC Acronym TX^{***} acknowledges that the Verizon OSS Information, by its nature, is updated and corrected on a continuous basis by Verizon, and therefore that Verizon OSS Information is subject to change from time to time.

8.6 Liabilities and Remedies.

8.6.1 Any breach by Intrado Comm^{***}CLEC Acronym TX^{***}, or Intrado Comm^{***}CLEC Acronym TX^{***}'s employees, agents or contractors, of the provisions of Sections 8.4 or 8.5 of this Attachment shall be deemed a material breach of this Agreement. In addition, if Intrado Comm^{***}CLEC Acronym TX^{***} or an employee, agent or contractor of Intrado Comm^{***}CLEC Acronym TX^{***} at any time breaches a provision of Sections 8.4 or 8.5 of this Attachment and such breach continues for more than ten (10) days after written notice thereof from Verizon, then, except as otherwise required by Applicable Law, Verizon shall have the right, upon notice to Intrado Comm^{***}CLEC Acronym TX^{***}, to suspend the license to use Verizon OSS Information granted by Section 8.5.1 of this Attachment and/or the provision of Verizon OSS Services, in whole or in part.

8.6.2 Upon investigation, Intrado Comm^{***}CLEC Acronym TX^{***} may agree that Verizon ~~has been~~ would be irreparably injured by a breach of Sections 8.4 or 8.5 of this Attachment by Intrado Comm^{***}CLEC Acronym TX^{***} or the employees, agents or contractors of Intrado Comm^{***}CLEC Acronym TX^{***}, and that Verizon shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

8.7 Relation to Applicable Law.

The provisions of Sections 8.4, 8.5 and 8.6 of this Attachment with regard to the confidentiality of information shall be in addition to and not in derogation of any provisions of Applicable Law with regard to the confidentiality of information, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by Verizon of any right with regard to protection of the confidentiality of the information of Verizon or Verizon Customers provided by Applicable Law.

8.8 Cooperation.

Intrado Comm***CLEC Acronym TXT***, at Intrado Comm***CLEC Acronym TXT***'s expense, shall reasonably cooperate with Verizon in using Verizon OSS Services. Such cooperation shall include, but not be limited to, the following:

8.8.1 Upon request by Verizon, Intrado Comm***CLEC Acronym TXT*** shall by no later than the fifteenth (15th) day of the last month of each Calendar Quarter submit to Verizon reasonable, good faith estimates of the volume of each type of OSS transaction that Intrado Comm***CLEC Acronym TXT*** anticipates submitting in each week of the next Calendar Quarter.

8.8.2 Intrado Comm***CLEC Acronym TXT*** shall reasonably cooperate with Verizon in submitting orders for Verizon Services and otherwise using the Verizon OSS Services, in order to avoid exceeding the capacity or capabilities of such Verizon OSS Services.

8.8.3 Intrado Comm***CLEC Acronym TXT*** shall participate in cooperative testing of Verizon OSS Services and shall provide assistance to Verizon in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in Verizon OSS Services.

8.9 Verizon Access to Information Related to Intrado Comm***CLEC Acronym TXT*** Customers.

8.9.1 Verizon shall have the right to access, use and disclose information related to Intrado Comm***CLEC Acronym TXT*** Customers that is in Verizon's possession (including, but not limited to, in Verizon OSS Facilities) to the extent such access, use and/or disclosure has been authorized by the Intrado Comm***CLEC Acronym TXT*** Customer and the Customer in the manner required by Applicable Law.

8.9.2 Upon request by Verizon, Intrado Comm***CLEC Acronym TXT*** shall negotiate in good faith and enter into a contract with Verizon, pursuant to which Verizon may obtain access to Intrado Comm***CLEC Acronym TXT***'s operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit Verizon to obtain information related to Intrado Comm***CLEC Acronym TXT*** Customers (as authorized by Intrado Comm***CLEC Acronym TXT*** Customer), to permit Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.

8.10 [Intentionally Left Blank].

8.11 Cancellations.

Verizon may cancel orders for service which have had no activity within thirty-one (31) consecutive calendar days after the original service due date unless the inactivity is a result of Verizon's inaction or delay.

9. Poles, Ducts, Conduits and Rights-of-Way

9.1 Verizon shall afford Intrado Comm***CLEC Acronym TXT*** non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by

Verizon. Such access shall be provided in accordance with, but only to the extent required by, Applicable Law, pursuant to Verizon's applicable Tariffs, or, in the absence of an applicable Verizon Tariff, Verizon's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties.

- 9.2 Intrado Comm***CLEC Acronym TXT*** shall enter into good faith negotiations with Verizon upon request to provide ~~afford~~ Verizon non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by Intrado Comm***CLEC Acronym TXT***. Such access shall be provided pursuant to Intrado Comm***CLEC Acronym TXT***'s applicable Tariffs, or, in the absence of an applicable Intrado Comm***CLEC Acronym TXT*** Tariff, Intrado Comm***CLEC Acronym TXT***'s generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties. The terms, conditions and prices offered to Verizon by Intrado Comm***CLEC Acronym TXT*** for such access shall be no less favorable than the terms, conditions and prices offered to Intrado Comm***CLEC Acronym TXT*** by Verizon for access to poles, ducts, conduits and rights of way owned or controlled by Verizon.

10. Telephone Numbers

- 10.1 This Section applies in connection with Intrado Comm***CLEC Acronym TXT*** Customers served by Telecommunications Services provided by Verizon to Intrado Comm***CLEC Acronym TXT*** for resale.
- 10.2 Intrado Comm***CLEC Acronym TXT***'s use of telephone numbers shall be subject to Applicable Law the rules of the North American Numbering Council, and the North American Numbering Plan Administrator, the applicable provisions of this Agreement (including, but not limited to, this Section 10), and Verizon's practices and procedures for use and assignment of telephone numbers, as amended from time-to-time.
- 10.3 Subject to Sections 10.2 and 10.4 of this Attachment, if a Customer of either Verizon or Intrado Comm***CLEC Acronym TXT*** who is served by a Verizon Telecommunications Service ("VTS") changes the LEC that serves the Customer using such VTS (including a change from Verizon to Intrado Comm***CLEC Acronym TXT***, from Intrado Comm***CLEC Acronym TXT*** to Verizon, or from Intrado Comm***CLEC Acronym TXT*** to a LEC other than Verizon), after such change, the Customer may continue to use with such VTS the telephone numbers that were assigned to the VTS for the use of such Customer by Verizon immediately prior to the change.
- 10.4 Verizon shall have the right to change the telephone numbers used by a Customer if at any time: (a) the Customer requests service at a new location, that is not served by the Verizon switch and the Verizon rate center from which the Customer previously had service; (b) continued use of the telephone numbers is not technically feasible; or, (c) in the case of Telecommunications Service provided by Verizon to Intrado Comm***CLEC Acronym TXT*** for resale, the type or class of service subscribed to by the Customer changes.
- 10.5 If service on a VTS provided by Verizon to Intrado Comm***CLEC Acronym TXT*** under this Agreement is terminated and the telephone numbers associated with such VTS have not been ported to an Intrado Comm***CLEC Acronym TXT*** switch, the telephone numbers shall be available for reassignment by Verizon to any person to whom Verizon elects to assign the telephone numbers, including, but not limited to, Verizon, Verizon Customers,

Intrado Comm***CLEC Acronym TXT***, or Telecommunications Carriers other than Verizon and Intrado Comm***CLEC Acronym TXT***.

- 10.6 Intrado Comm***CLEC Acronym TXT*** may reserve telephone numbers only to the extent Verizon's Customers may reserve telephone numbers.

11. Routing for Operator Services and Directory Assistance Traffic

For a Verizon Telecommunications Service dial tone line purchased by Intrado Comm***CLEC Acronym TXT*** for resale pursuant to the Resale Attachment, upon request by Intrado Comm***CLEC Acronym TXT***, Verizon will establish an arrangement that will permit Intrado Comm***CLEC Acronym TXT*** to route the Intrado Comm***CLEC Acronym TXT*** Customer's calls for operator and directory assistance services to a provider of operator and directory assistance services selected by Intrado Comm***CLEC Acronym TXT***. Verizon will provide this routing arrangement in accordance with, but only to the extent required by, Applicable Law. Verizon will provide this routing arrangement pursuant to an appropriate written request submitted by Intrado Comm***CLEC Acronym TXT*** and a mutually agreed-upon schedule. This routing arrangement will be implemented at Intrado Comm***CLEC Acronym TXT***'s expense, with charges determined on an individual case basis. In addition to charges for initially establishing the routing arrangement, Intrado Comm***CLEC Acronym TXT*** will be responsible for ongoing monthly and/or usage charges for the routing arrangement. Intrado Comm***CLEC Acronym TXT*** shall arrange, at its own expense, the trunking and other facilities required to transport traffic to Intrado Comm***CLEC Acronym TXT***'s selected provider of operator and directory assistance services.

12. Unauthorized Carrier Change Charges

In the event either Party requests that the other Party install, provide, change, or terminate a Customer's Telecommunications Service (including, but not limited to, a Customer's selection of a primary Telephone Exchange Service Provider) without having obtained authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Laws, the requesting Party shall be liable to the other Party for all charges that would be applicable to the Customer for the initial change in the Customer's Telecommunications Service and any charges for restoring the Customer's Telecommunications Service to its Customer-authorized condition (all such charges together, the "Carrier Change Charges"), including to the appropriate primary Telephone Exchange Service provider. Such Carrier Change Charges may be assessed on the requesting Party by the other Party at any time after the Customer is restored to its Customer-authorized condition.

13. Good Faith Performance

~~If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of [State] a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with ***CLEC Acronym TXT*** reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures. The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed.~~

INTERCONNECTION ATTACHMENT [SEE SEPARATE FILE]

4. General

Each Party shall provide to the other Party, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at (i) any technically feasible Point(s) of Interconnection on Verizon's network in a LATA and/or (ii) a fiber meet point to which the Parties mutually agree under the terms of this Agreement, for the transmission and routing of Telephone Exchange Service and Exchange Access. By way of example, a technically feasible Point of Interconnection on Verizon's network in a LATA would include an applicable Verizon Tandem Interconnection Wire Center or Verizon End Office Interconnection Wire Center but, notwithstanding any other provision of this Agreement or otherwise, would not include a ~~***CLEC Acronym TXT***~~ Interconnection Wire Center, ~~***CLEC Acronym TXT***~~ switch or any portion of a transport facility provided by Verizon to ~~***CLEC Acronym TXT***~~ or another party between (x) a Verizon Interconnection Wire Center or switch and (y) the Interconnection Wire Center or switch of ~~***CLEC Acronym TXT***~~ or another party. For brevity's sake, the foregoing examples of locations that, respectively, are and are not "on Verizon's network" shall apply (and are hereby incorporated by reference) each time the term "on Verizon's network" is used in this Agreement.

2. Points of Interconnection and Trunk Types

2.1 Point(s) of Interconnection.

2.1.1 Each Party, at its own expense, shall provide transport facilities to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA selected by ~~***CLEC Acronym TXT***~~.

2.2 Trunk Types.

2.2.1 In interconnecting their networks pursuant to this Attachment, the Parties will use, as appropriate, the following separate and distinct trunk groups:

2.2.1.1 Interconnection Trunks for the transmission and routing of Reciprocal Compensation Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, and IntraLATA Toll Traffic, between their respective Telephone Exchange Service Customers, Tandem Transit Traffic, and, Measured Internet Traffic, all in accordance with Sections 5 through 8 of this Attachment;

2.2.1.2 Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between ~~***CLEC Acronym TXT***~~ Telephone Exchange Service Customers and purchasers of Switched Exchange Access Service via a Verizon access Tandem in accordance with Sections 9 through 11 of this Attachment; and

2.2.1.3 Miscellaneous Trunk Groups as mutually agreed to by the Parties, including, but not limited to: (a) choke trunks for traffic congestion and testing; and, (b) untranslated

IntraLATA/InterLATA toll free service access code (e.g., 800/888/877) traffic.

2.2.2 Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 911/E 911 Trunks) or in other separate agreements between the Parties (e.g., directory assistance trunks, operator services trunks, BLV/BLVI trunks or trunks for 500/555 traffic).

2.2.3 In accordance with the terms of this Agreement, the Parties will deploy One-Way Interconnection Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or Two-Way Interconnection Trunks (trunks with traffic going in both directions).

2.2.4 ***CLEC Acronym TXT*** shall establish, at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA, separate Interconnection Trunk group(s) between such POI(s) and each Verizon Tandem in a LATA with a subtending End Office(s) to which ***CLEC Acronym TXT*** originates calls for Verizon to terminate.

2.2.5 In the event the volume of traffic between a Verizon End Office and a technically feasible Point of Interconnection on Verizon's network in a LATA, which is carried by a Final Tandem Interconnection Trunk group, exceeds (a) the Centum Call Seconds (Hundred Call Seconds) busy hour equivalent of one (1) DS1 at any time; (b) 200,000 minutes of use for a single month; and/or; (c) 600 busy hour Centum Call Seconds (BHCCS) of use for a single month: (i) if One Way Interconnection Trunks are used, the originating Party shall promptly establish new or augment existing End Office One Way Interconnection Trunk groups between the Verizon End Office and the technically feasible Point of Interconnection on Verizon's network; or, (ii) if Two Way Interconnection Trunks are used, ***CLEC Acronym TXT*** shall promptly submit an ASR to Verizon to establish new or augment existing End Office Two Way Interconnection Trunk group(s) between that Verizon End Office and the technically feasible Point of Interconnection on Verizon's network.

2.2.6 Except as otherwise agreed in writing by the Parties, the total number of Tandem Interconnection Trunks between a technically feasible Point of Interconnection on Verizon's network and a Verizon Tandem will be limited to a maximum of 240 trunks. In the event that the volume of traffic between a technically feasible Point of Interconnection on Verizon's network and a Verizon Tandem exceeds, or reasonably can be expected to exceed, the capacity of the 240 trunks, ***CLEC Acronym TXT*** shall promptly submit an ASR to Verizon to establish new or additional End Office Trunks to insure that the volume of traffic between the technically feasible Point of Interconnection on Verizon's network and the Verizon Tandem does not exceed the capacity of the 240 trunks.

2.3 One Way Interconnection Trunks.

2.3.1 Where the Parties use One Way Interconnection Trunks for the delivery of traffic from ***CLEC Acronym TXT*** to Verizon, ***CLEC Acronym TXT***, at ***CLEC Acronym TXT***'s own expense, shall:

2.3.1.1 provide its own facilities for delivery of the traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA; and/or

2.3.1.2 obtain transport for delivery of the traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA (a) from a third party, or, (b) if Verizon offers such transport pursuant to a Verizon access Tariff, from Verizon.

2.3.2 For each Tandem or End Office One-Way Interconnection Trunk group for delivery of traffic from ~~***CLEC Acronym TXT***~~ to Verizon with a utilization level of less than sixty percent (60%) for final trunk groups and eighty-five percent (85%) for high usage trunk groups, unless the Parties agree otherwise, ~~***CLEC Acronym TXT***~~ will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for all final trunk groups and eighty-five percent (85%) for all high usage trunk groups. In the event ~~***CLEC Acronym TXT***~~ fails to submit an ASR to disconnect One-Way Interconnection Trunks as required by this Section, Verizon may disconnect the excess Interconnection Trunks or bill (and ~~***CLEC Acronym TXT***~~ shall pay) for the excess Interconnection Trunks at the rates set forth in the Pricing Attachment.

2.3.3 Where the Parties use One-Way Interconnection Trunks for the delivery of traffic from Verizon to ~~***CLEC Acronym TXT***~~, Verizon, at Verizon's own expense, shall provide its own facilities for delivery of the traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA.

2.4 Two-Way Interconnection Trunks.

2.4.1 Where the Parties use Two-Way Interconnection Trunks for the exchange of traffic between Verizon and ~~***CLEC Acronym TXT***~~, ~~***CLEC Acronym TXT***~~, at its own expense, shall:

2.4.1.1 provide its own facilities to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA; and/or

2.4.1.2 obtain transport to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA (a) from a third party, or, (b) if Verizon offers such transport pursuant to a Verizon access Tariff, from Verizon.

2.4.2 Where the Parties use Two-Way Interconnection Trunks for the exchange of traffic between Verizon and ~~***CLEC Acronym TXT***~~, Verizon, at its own expense, shall provide its own facilities to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA.

2.4.3 Prior to establishing any Two-Way Interconnection Trunks, ~~***CLEC Acronym TXT***~~ shall meet with Verizon to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating Centum Call Seconds (Hundred Call Seconds) information, and the Parties shall mutually agree on the appropriate initial number of End Office and Tandem Two-Way Interconnection Trunks and the interface specifications at the technically feasible Point(s) of Interconnection on

Verizon's network in a LATA at which the Parties interconnect for the exchange of traffic. Where the Parties have agreed to convert existing One-Way Interconnection Trunks to Two-Way Interconnection Trunks, at the Joint Planning Meeting, the Parties shall also mutually agree on the conversion process and project intervals for conversion of such One-Way Interconnection Trunks to Two-Way Interconnection Trunks.

2.4.4 On a semi-annual basis, ~~***CLEC Acronym TXT***~~ shall submit a good faith forecast to Verizon of the number of End Office and Tandem Two-Way Interconnection Trunks that ~~***CLEC Acronym TXT***~~ anticipates Verizon will need to provide during the ensuing two (2) year period for the exchange of traffic between ~~***CLEC Acronym TXT***~~ and Verizon. ~~***CLEC Acronym TXT***~~'s trunk forecasts shall conform to the Verizon CLEC trunk forecasting guidelines as in effect at that time.

2.4.5 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Interconnection Trunks.

2.4.6 Two-Way Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.

2.4.7 With respect to End Office Two-Way Interconnection Trunks, both Parties shall use an economic Centum Call Seconds (Hundred Call Seconds) equal to five (5). Either Party may disconnect End Office Two-Way Interconnection Trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced.

2.4.8 Two-Way Interconnection Trunk groups that connect to a Verizon access Tandem shall be engineered using a design blocking objective of Neal-Wilkinson B.005 during the average time consistent busy hour. Two-Way Interconnection Trunk groups that connect to a Verizon local Tandem shall be engineered using a design blocking objective of Neal-Wilkinson B.01 during the average time consistent busy hour. Verizon and ~~***CLEC Acronym TXT***~~ shall engineer Two-Way Interconnection Trunks using Telcordia Notes on the Networks SR 2275 (formerly known as BOC Notes on the LEC Networks SR TSV-002275).

2.4.9 The performance standard for final Two-Way Interconnection Trunk groups shall be that no such Interconnection Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.

2.4.10 ~~***CLEC Acronym TXT***~~ shall determine and order the number of Two-Way Interconnection Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Interconnection Trunk group. ~~***CLEC Acronym TXT***~~ shall order Two-Way Interconnection Trunks by submitting ASRs to Verizon setting forth the number of Two-Way Interconnection Trunks to be installed and the requested installation dates within Verizon's effective standard intervals or negotiated intervals, as appropriate. ~~***CLEC~~

Acronym TXT*** shall complete ASRs in accordance with OBF Guidelines as in effect from time to time.

2.4.11 Verizon may (but shall not be obligated to) monitor Two-Way Interconnection Trunk groups using service results for the applicable design blocking objective. If Verizon observes blocking in excess of the applicable design objective on any Tandem Two-Way Interconnection Trunk group and ***CLEC Acronym TXT*** has not notified Verizon that it has corrected such blocking, Verizon may submit to ***CLEC Acronym TXT*** a Trunk Group Service Request directing ***CLEC Acronym TXT*** to remedy the blocking. Upon receipt of a Trunk Group Service Request, ***CLEC Acronym TXT*** will complete an ASR to establish or augment the End Office Two-Way Interconnection Trunk group(s), or, if mutually agreed, to augment the Tandem Two-Way Interconnection Trunk group with excessive blocking and submit the ASR to Verizon within five (5) Business Days.

2.4.12 The Parties will review all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. ***CLEC Acronym TXT*** will promptly augment all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Interconnection Trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, ***CLEC Acronym TXT*** will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the Two-Way Interconnection Trunks should not be disconnected. In the event ***CLEC Acronym TXT*** fails to submit an ASR for Two-Way Interconnection Trunks in conformance with this Section, Verizon may disconnect the excess Interconnection Trunks or bill (and ***CLEC Acronym TXT*** shall pay) for the excess Interconnection Trunks at the applicable Verizon rates.

2.4.13 Because Verizon will not be in control of when and how many Two-Way Interconnection Trunks are established between its network and ***CLEC Acronym TXT***'s network, Verizon's performance in connection with these Two-Way Interconnection Trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.

2.4.14 ***CLEC Acronym TXT*** will route its traffic to Verizon over the End Office and Tandem Two-Way Interconnection Trunks in accordance with SR-TAP-000191, including but not limited to those standards requiring that a call from ***CLEC Acronym TXT*** to a Verizon End Office will first be routed to the End Office Interconnection Trunk group between ***CLEC Acronym TXT*** and the Verizon End Office.

3. Alternative Interconnection Arrangements

3.1 Fiber Meet Arrangement Provisions.

3.1.1 Each Party may request a Fiber Meet arrangement by providing written notice thereof to the other Party; provided, however, that a Party may not make such a request if the Parties have not consistently been exchanging an amount of applicable traffic (as set forth in Section 3.1.3 below) in the relevant exchanges equal to at least one (1) DS-3. Any such Fiber Meet arrangement shall be subject to the terms of this Agreement. In addition, the establishment of any Fiber Meet arrangement is expressly conditioned upon the Parties mutually agreeing to the technical specifications and requirements for such Fiber Meet arrangement including, but not limited to, the location of the Fiber Meet points, routing, equipment (e.g., specifications of Add/Drop Multiplexers, number of strands of fiber, etc.), software, ordering, provisioning, maintenance, repair, testing, augment and on any other technical specifications or requirements necessary to implement the Fiber Meet arrangement. For each Fiber Meet arrangement the Parties agree to implement, the Parties will complete and sign a Technical Specifications and Requirements document, the form of which is attached hereto as Exhibit A to Section 3 of the Interconnection Attachment Fiber Meet Arrangement Provisions. Each such document will be treated as Confidential Information.

3.1.2 The Parties agree to consider the possibility of using existing fiber cable with spare capacity, where available, to implement any such request for a Fiber Meet arrangement. If existing fiber cable with spare capacity is not available, the Parties agree to minimize the construction and deployment of fiber cable necessary for any Fiber Meet arrangement to which they agree. Except as otherwise agreed by the Parties, any and all Fiber Meet points established between the Parties shall extend no further than three (3) miles from an applicable Verizon Tandem or End Office and Verizon shall not be required to construct or deploy more than five hundred (500) feet of fiber cable for a Fiber Meet arrangement.

3.1.3 A Fiber Meet arrangement established under this Agreement may be used for the transmission and routing of the following traffic types over Interconnection Trunks:

3.1.3.1 Reciprocal Compensation Traffic between the Parties' respective Telephone Exchange Service Customers;

3.1.3.2 Translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic between the Parties' respective Telephone Exchange Service Customers;

3.1.3.3 IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers;

3.1.3.4 Tandem Transit Traffic; and

3.1.3.5 Measured Internet Traffic.

To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the types set forth in Sections 3.1.3.1 and/or 3.1.3.5, other than the obligation to pay intercarrier compensation charges pursuant to the terms of the Agreement, neither Party shall have any obligation to pay the other Party any charges in connection with any Fiber Meet

~~arrangements established under this Agreement. To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the type set forth in Section 3.1.3.2, the transport and termination of such traffic shall be subject to the rates and charges set forth in the Agreement and applicable Tariffs. To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the type set forth in Section 3.1.3.3, the Party originating such traffic shall compensate the terminating Party for the transport and termination of such traffic at the rates and charges set forth in the Agreement and applicable Tariffs. To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the type set forth in Section 3.1.3.4, Verizon shall charge (and ***CLEC Acronym TXT*** shall pay) Verizon's applicable rates and charges as set forth in the Agreement and Verizon's applicable Tariffs.~~

3.1.4 At ***CLEC Acronym TXT***'s request, a Fiber Meet arrangement established under this Agreement may be used for the transmission and routing of the following traffic types over the following trunk types:

3.1.4.1 Operator services traffic from ***CLEC Acronym TXT***'s Telephone Exchange Service Customers to an operator services provider over operator services trunks;

3.1.4.2 Directory assistance traffic from ***CLEC Acronym TXT***'s Telephone Exchange Service Customers to a directory assistance provider over directory assistance trunks;

3.1.4.3 911 traffic from ***CLEC Acronym TXT***'s Telephone Exchange Service Customers to 911/E-911 Tandem Office(s)/Selective Router(s) over 911 trunks; and

3.1.4.4 Jointly provided Switched Exchange Access Service traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between ***CLEC Acronym TXT***'s Telephone Exchange Service Customers and third-party purchasers of Switched Exchange Access Service via a Verizon access Tandem over Access Toll Connecting Trunks.

To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of any traffic of the types set forth in this Section 3.1.4 Verizon may bill (and ***CLEC Acronym TXT*** shall pay) Verizon's applicable Tariff rates and charges. Except as otherwise agreed in writing by the Parties or as expressly set forth in Sections 3.1.3 and/or 3.1.4 of this Interconnection Attachment, access services (switched and unswitched) and unbundled network elements shall not be provisioned on or accessed through Fiber Meet arrangements.

3.1.5 ***CLEC Acronym TXT*** will include traffic to be exchanged over Fiber Meet arrangements in its forecasts provided to Verizon under this Agreement.

4. Initiating Interconnection

4.1 If ~~***CLEC Acronym TXT***~~ determines to offer Telephone Exchange Services and to interconnect with Verizon in any LATA in which Verizon also offers Telephone Exchange Services and in which the Parties are not already interconnected pursuant to this Agreement, ~~***CLEC Acronym TXT***~~ shall provide written notice to Verizon of the need to establish Interconnection in such LATA pursuant to this Agreement.

4.2 The notice provided in Section 4.1 of this Attachment shall include (a) the initial Routing Point(s); (b) the applicable technically feasible Point(s) of Interconnection on Verizon's network to be established in the relevant LATA in accordance with this Agreement; (c) ~~***CLEC Acronym TXT***~~'s intended Interconnection activation date; (d) a forecast of ~~***CLEC Acronym TXT***~~'s trunking requirements conforming to Section 4.2 of this Attachment; and (e) such other information as Verizon shall reasonably request in order to facilitate Interconnection.

4.3 The interconnection activation date in the new LATA shall be mutually agreed to by the Parties after receipt by Verizon of all necessary information as indicated above. Within ten (10) Business Days of Verizon's receipt of ~~***CLEC Acronym TXT***~~'s notice provided for in Section 4.1 of this Attachment, Verizon and ~~***CLEC Acronym TXT***~~ shall confirm the technically feasible Point of Interconnection on Verizon's network in the new LATA and the mutually agreed upon Interconnection activation date for the new LATA.

5. Transmission and Routing of Telephone Exchange Service Traffic

5.1 Scope of Traffic.

Section 5 prescribes parameters for Interconnection Trunks used for Interconnection pursuant to Sections 2 through 4 of this Attachment.

5.2 Trunk Group Connections and Ordering.

5.2.1 For both One-Way and Two-Way Interconnection Trunks, if ~~***CLEC Acronym TXT***~~ wishes to use a technically feasible interface other than a DS1 or a DS3 facility at the POI, the Parties shall negotiate reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

5.2.2 When One-Way or Two-Way Interconnection Trunks are provisioned using a DS3 interface facility, if ~~***CLEC Acronym TXT***~~ orders the multiplexed DS3 facilities to a Verizon Central Office that is not designated in the NECA 4 Tariff as the appropriate Intermediate Hub location (i.e., the Intermediate Hub location in the appropriate Tandem subtending area based on the LERG), and the provision of such facilities to the subject Central Office is technically feasible, the Parties shall negotiate in good faith reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

5.2.3 Each Party will identify its Carrier Identification Code, a three or four digit numeric code obtained from Telcordia, to the other Party when ordering a trunk group.

5.2.4 For multi-frequency (MF) signaling each Party will out pulse ten (10) digits to the other Party, unless the Parties mutually agree otherwise.

5.2.5 Each Party will use commercially reasonable efforts to monitor trunk groups under its control and to augment those groups using generally accepted trunk engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk engineering techniques for trunks subject to this Attachment.

5.3 Switching System Hierarchy and Trunking Requirements.

For purposes of routing ~~***CLEC Acronym TXT***~~ traffic to Verizon, the subtending arrangements between Verizon Tandems and Verizon End Offices shall be the same as the Tandem/End Office subtending arrangements Verizon maintains for the routing of its own or other carriers' traffic (i.e., traffic will be routed to the appropriate Verizon Tandem subtended by the terminating End Office serving the Verizon Customer). For purposes of routing Verizon traffic to ~~***CLEC Acronym TXT***~~, the subtending arrangements between ~~***CLEC Acronym TXT***~~ Tandems and ~~***CLEC Acronym TXT***~~ End Offices shall be the same as the Tandem/End Office subtending arrangements that ~~***CLEC Acronym TXT***~~ maintains for the routing of its own or other carriers' traffic.

5.4 Signaling.

Each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions of this Agreement and any applicable Tariff.

5.5 Grades of Service.

The Parties shall initially engineer and shall monitor and augment all trunk groups consistent with the Joint Process as set forth in Section 14.1 of this Attachment.

6. Traffic Measurement and Billing over Interconnection Trunks

6.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on at least ninety five percent (95%) of calls carried over the Interconnection Trunks.

6.1.1 As used in this Section 6, "Traffic Rate" means the applicable Reciprocal Compensation Traffic rate, Measured Internet Traffic rate, intrastate Switched Exchange Access Service rate, interstate Switched Exchange Access Service rate, or intrastate/interstate Tandem Transit Traffic rate, as provided in the Pricing Attachment, an applicable Tariff, or, for Measured Internet Traffic, the FCC Internet Order.

6.1.2 If the originating Party passes CPN on ninety five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. For any remaining (up to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at the

Traffic Rate applicable to each relevant minute of traffic, in direct proportion to the minutes of use of calls passed with CPN information.

6.1.3 If the originating Party passes CPN on less than ninety-five percent (95%) of its calls and the originating Party chooses to combine Reciprocal Compensation Traffic and Toll Traffic on the same trunk group, the receiving Party shall bill the higher of its interstate Switched Exchange Access Service rates or its intrastate Switched Exchange Access Services rates for all traffic that is passed without CPN, unless the Parties agree that other rates should apply to such traffic.

6.2 At such time as a receiving Party has the capability, on an automated basis, to use such CPN to classify traffic delivered over Interconnection Trunks by the other Party by Traffic Rate type (e.g., Reciprocal Compensation Traffic/Measured Internet Traffic, intrastate Switched Exchange Access Service, interstate Switched Exchange Access Service, or intrastate/interstate Tandem Transit Traffic), such receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. If the receiving Party lacks the capability, on an automated basis, to use CPN information on an automated basis to classify traffic delivered by the other Party by Traffic Rate type, the originating Party will supply Traffic Factor 1 and Traffic Factor 2. The Traffic Factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds (the time in seconds that the Parties equipment is used for a completed call, measured from the receipt of answer supervision to the receipt of disconnect supervision). Measurement of billing minutes for originating toll-free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. Determination as to whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be made in accordance with Paragraphs 8 and 79, and other applicable provisions, of the FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Measured Internet Traffic, and in accordance with the process established by the FCC Internet Order for rebutting such presumption before the Commission).

6.3 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per Calendar Year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.

6.4 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.

6.5 If and, to the extent that, a ~~***CLEC Acronym TXT***~~ Customer receives V/FX Traffic, ~~***CLEC Acronym TXT***~~ shall promptly provide notice thereof to Verizon (such notice to include, without limitation, the specific telephone number(s) that the Customer uses for V/FX Traffic, as well as the LATA in which the Customer's station is actually physically located) and shall not bill Verizon Reciprocal Compensation, intercarrier compensation or any other charges for calls placed by Verizon's Customers to such ~~***CLEC Acronym TXT***~~ Customers.

7. Reciprocal Compensation Arrangements Pursuant to Section 251(b)(5) of the Act

7.1 Reciprocal Compensation.

The Parties shall exchange Reciprocal Compensation Traffic at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA designated in accordance with the terms of this Agreement. The Party originating Reciprocal Compensation Traffic shall compensate the terminating Party for the transport and termination of such traffic to its Customer in accordance with Section 251(b)(5) of the Act at the equal and symmetrical rates stated in the Pricing Attachment; it being understood and agreed that Verizon shall charge (and ~~Intrado Comm~~ ***CLEC Acronym TXT*** shall pay Verizon) the End Office Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic ~~intrado Comm~~ ***CLEC Acronym TXT*** physically delivers to a POI at the Verizon Interconnection Wire Center in which the terminating Verizon End Office is located, and otherwise that Verizon shall charge (~~Intrado Comm~~ ***CLEC Acronym TXT*** shall pay Verizon) the Tandem Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic ~~Intrado Comm~~ ***CLEC Acronym TXT*** delivers to Verizon; it also being understood and agreed that ~~Intrado Comm~~ ***CLEC Acronym TXT*** shall charge (and Verizon shall pay ***CLEC Acronym TXT***) the End Office Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic Verizon delivers to ***CLEC Acronym TXT*** ~~Intrado Comm~~. These rates are to be applied at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA at which the Parties interconnect, whether such traffic is delivered by Verizon for termination by ~~Intrado Comm~~ ***CLEC Acronym TXT***, or delivered by ~~Intrado Comm~~ ***CLEC Acronym TXT*** for termination by Verizon. No additional charges shall be assessed by the terminating Party for the transport and termination of such traffic from the technically feasible Point(s) of Interconnection on Verizon's network in a LATA to its Customer; provided, however, for the avoidance of any doubt, ~~Intrado Comm~~ ***CLEC Acronym TXT*** shall also pay Verizon, at the rates set forth in the Pricing Attachment, for any multiplexing, cross connects or other collocation related Services that ~~Intrado Comm~~ ***CLEC Acronym TXT*** obtains from Verizon. When Toll Traffic is delivered over the same Interconnection Trunks as Reciprocal Compensation Traffic, any port, transport or other applicable access charges related to the delivery of Toll Traffic from the technically feasible Point of Interconnection on Verizon's network in a LATA to the terminating Party's Customer shall be prorated so as to apply only to the Toll Traffic. The designation of traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.

7.2 Traffic Not Subject to Reciprocal Compensation.

7.2.1 Reciprocal Compensation shall not apply to interstate or intrastate Exchange Access (including, without limitation, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic), Information Access, or exchange services for Exchange Access or Information Access.

7.2.2 Reciprocal Compensation shall not apply to Internet Traffic.

7.2.3 Reciprocal Compensation shall not apply to Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis.

7.2.4 Reciprocal Compensation shall not apply to Optional Extended Local Calling Scope Arrangement Traffic.

7.2.5 Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.

7.2.6 Reciprocal Compensation shall not apply to Tandem Transit Traffic.

7.2.7 Reciprocal Compensation shall not apply to Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment).

7.2.8 Reciprocal Compensation shall not apply to traffic that is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act.

7.2.9 Reciprocal Compensation shall not apply to Virtual Foreign Exchange Traffic (i.e., V/FX Traffic). As used in this Agreement, "Virtual Foreign Exchange Traffic" or "V/FX Traffic" is defined as calls in which an Intrado Comm***CLEC Acronym TXT*** Customer is assigned a telephone number with an NXX Code (as set forth in the LERG) associated with an exchange that is different than the exchange (as set forth in the LERG) associated with the actual physical location of such Customer's station. For the avoidance of any doubt, Intrado Comm***CLEC Acronym TXT*** shall pay Verizon's originating access charges for all V/FX Traffic originated by a Verizon Customer, and Intrado Comm***CLEC Acronym TXT*** shall pay Verizon's terminating access charges for all V/FX Traffic originated by an Intrado Comm***CLEC Acronym TXT*** Customer.

7.3 The Reciprocal Compensation rates (including, but not limited to, the Reciprocal Compensation per minute of use charges) billed by Intrado Comm***CLEC Acronym TXT*** to Verizon shall not exceed the Reciprocal Compensation rates (including, but not limited to, Reciprocal Compensation per minute of use charges) billed by Verizon to Intrado Comm***CLEC Acronym TXT***.

8. Other Types of Traffic

8.1 Notwithstanding any other provision of this Agreement or any Tariff: (a) the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the FCC Internet Order and other applicable FCC orders and FCC Regulations; and, (b) a Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the FCC Internet Order and other applicable FCC orders and FCC Regulations.

8.2 Subject to Section 8.1 of this Attachment, interstate and intrastate Exchange Access, Information Access, exchange services for Exchange Access or Information Access, and Toll Traffic, shall be governed by the applicable provisions of this Agreement and applicable Tariffs.

8.3 For any traffic originating with a third party carrier and delivered by ***CLEC Acronym TXT*** Intrado Comm to Verizon, ***CLEC Acronym TXT*** Intrado Comm shall pay Verizon the same amount that such third party carrier would have been obligated to pay Verizon for termination of that traffic at the location the traffic is delivered to Verizon by ***CLEC Acronym TXT*** Intrado Comm.

8.4 Any traffic not specifically addressed in this Agreement shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic.

8.5 The Parties may also exchange Internet Traffic at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA established hereunder for the exchange of Reciprocal Compensation Traffic. Any intercarrier compensation that may be due in connection with the Parties' exchange of Internet Traffic shall be applied at such technically feasible Point of Interconnection on Verizon's network in a LATA in accordance with the FCC Internet Order.

9. Transmission and Routing of Exchange Access Traffic

9.1 Scope of Traffic:

Section 9 prescribes parameters for certain trunks to be established over the Interconnections specified in Sections 2 through 5 of this Attachment for the transmission and routing of traffic between ~~***CLEC Acronym TXT***~~ Intrado Comm Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where ~~***CLEC Acronym TXT***~~ Intrado Comm elects to have its End Office Switch subtend a Verizon Tandem. This includes casually dialed (1010XXX and 101XXXX) traffic.

9.2 Access Toll Connecting Trunk Group Architecture:

9.2.1 If ~~***CLEC Acronym TXT***~~ Intrado Comm chooses to subtend a Verizon access Tandem, Intrado Comm ~~***CLEC Acronym TXT***~~ Intrado Comm ~~***CLEC Acronym TXT***~~ Intrado Comm must be assigned by Intrado Comm ~~***CLEC Acronym TXT***~~ Intrado Comm to subtend the same Verizon access Tandem that a Verizon NPA/NXX serving the same Rate Center Area subtends as identified in the LERG.

9.2.2 Intrado Comm ~~***CLEC Acronym TXT***~~ Intrado Comm shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs by which it will provide Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from Intrado Comm ~~***CLEC Acronym TXT***~~ Intrado Comm Customers.

9.2.3 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office Intrado Comm ~~***CLEC Acronym TXT***~~ Intrado Comm utilizes to provide Telephone Exchange Service and Switched Exchange Access to its Customers in a given LATA to the access Tandem(s) Verizon utilizes to provide Exchange Access in such LATA.

9.2.4 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow Intrado Comm ~~***CLEC Acronym TXT***~~ Intrado Comm Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a Verizon access Tandem.

10. Meet-Point Billing Arrangements

10.1 Intrado Comm ~~***CLEC Acronym TXT***~~ Intrado Comm and Verizon will establish Meet-Point Billing (MPB) arrangements in order to provide a common transport option to Switched Exchange Access Services customers via a Verizon access Tandem Switch in accordance with the Meet Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and in Verizon's applicable

Tariffs. The arrangements described in this Section 10 are intended to be used to provide Switched Exchange Access Service where the transport component of the Switched Exchange Access Service is routed through an access Tandem Switch that is provided by Verizon.

10.2 ~~In each LATA, the Parties shall establish MPB arrangements for the applicable Intrado Comm***CLEC Acronym TXT*** Routing Point/Verizon Serving Interconnection Wire Center combinations.~~

10.3 ~~Interconnection for the MPB arrangement shall occur at each of the Verizon access Tandems in the LATA, unless otherwise agreed to by the Parties.~~

10.4 ~~Intrado Comm***CLEC Acronym TXT*** and Verizon will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.~~

10.5 ~~In general, there are four alternative Meet Point Billing arrangements possible, which are: Single Bill/Single Tariff, Multiple Bill/Single Tariff, Multiple Bill/Multiple Tariff, and Single Bill/Multiple Tariff, as outlined in the OBF MECAB Guidelines.~~

~~Each Party shall implement the "Multiple Bill/Single Tariff" or "Multiple Bill/Multiple Tariff" option, as appropriate, in order to bill an IXC for the portion of the MPB arrangement provided by that Party. Alternatively, in former Bell Atlantic service areas, upon agreement of the Parties, each Party may use the New York State Access Pool on its behalf to implement the Single Bill/Multiple Tariff or Single Bill/Single Tariff option, as appropriate, in order to bill an IXC for the portion of the MPB arrangement provided by that Party.~~

10.6 ~~The rates to be billed by each Party for the portion of the MPB arrangement provided by it shall be as set forth in that Party's applicable Tariffs, or other document that contains the terms under which that Party's access services are offered. For each Intrado Comm***CLEC Acronym TXT*** Routing Point/Verizon Serving Interconnection Wire Center combination, the MPB billing percentages for transport between the Intrado Comm***CLEC Acronym TXT*** Routing Point and the Verizon Serving Interconnection Wire Center shall be calculated in accordance with the formula set forth in Section 10.17 of this Attachment.~~

10.7 ~~Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code (CIC) of the IXC, and identification of the Verizon Interconnection Wire Center serving the IXC in order to comply with the MPB notification process as outlined in the MECAB document.~~

10.8 ~~Verizon shall provide Intrado Comm***CLEC Acronym TXT*** with the Terminating Switched Access Detail Usage Data (EMI category 1101XX records) recorded at the Verizon access Tandem on cartridge or via such other media as the Parties may agree to, no later than ten (10) Business Days after the date the usage occurred.~~

10.9 ~~Intrado Comm***CLEC Acronym TXT*** shall provide Verizon with the Originating Switched Access Detail Usage Data (EMI category 1101XX records) on cartridge or via such other media as the Parties may agree, no later than ten (10) Business Days after the date the usage occurred.~~

10.10 ~~All usage data to be provided pursuant to Sections 10.8 and 10.9 of this Attachment shall be sent to the following addresses:~~

To ***CLEC Acronym TXT***: Intrado Communications Inc.

Regulatory Manager

1601 Dry Creek Drive

Longmont, CO 80503

For Verizon:

Verizon Data Services

ATTN: MPB

1 East Telecom Parkway

Dock D

Temple Terrace, FL 33637

Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to Section 20 of the General Terms and Conditions.

10.11 Intrado Comm ***CLEC Acronym TXT*** and Verizon shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers or Operating Company Number ("OCN"), as appropriate, for the MPB arrangements described in this Section 10. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.

10.12 Each Party agrees to provide the other Party with notification of any errors it discovers in MPB data within thirty (30) calendar days of the receipt of the original data. The other Party shall attempt to correct the error and resubmit the data within ten (10) Business Days of the notification. In the event the errors cannot be corrected within such ten (10) Business Day period, the erroneous data will be considered lost. In the event of a loss of data, whether due to uncorrectable errors or otherwise, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.

10.13 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to Section 7 of the General Terms and Conditions and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.

10.14 Except as expressly set forth in this Agreement, nothing contained in this Section 10 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party.

10.15 MPB will apply for all traffic bearing the 500, 900, toll free service access code (e.g. 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be designated for such traffic in the future.

10.16 In the event Intrado Comm ***CLEC Acronym TXT*** determines to offer Telephone Exchange Services in a LATA in which Verizon operates an access Tandem

~~Switch. Verizon shall permit and enable Intrado Comm***CLEC Acronym TXT*** to sublend the Verizon access Tandem Switch(es) designated for the Verizon End Offices in the area where there are located Intrado Comm***CLEC Acronym TXT*** Routing Point(s) associated with the NPA NXX(s) to/from which the Switched Exchange Access Services are homed.~~

~~10.17 Except as otherwise mutually agreed by the Parties, the MPB billing percentages for each Routing Point/Verizon Serving Interconnection Wire Center combination shall be calculated according to the following formula, unless as mutually agreed to by the Parties:~~

~~$$a / (a + b) = \text{Intrado Comm***CLEC Acronym TXT*** Billing Percentage}$$~~

~~and~~

~~$$b / (a + b) = \text{Verizon Billing Percentage}$$~~

~~where:~~

~~a = the airline mileage between Intrado Comm***CLEC Acronym TXT*** Routing Point and the actual point of interconnection for the MPB arrangement; and~~

~~b = the airline mileage between the Verizon Serving Interconnection Wire Center and the actual point of interconnection for the MPB arrangement.~~

~~10.18 Intrado Comm***CLEC Acronym TXT*** shall inform Verizon of each LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement. Within ten (10) Business Days of ***CLEC Acronym TXT***'s delivery of notice to Verizon, Verizon and ***CLEC Acronym TXT*** shall confirm the Routing Point/Verizon Serving Interconnection Wire Center combination and billing percentages.~~

~~11. Toll Free Service Access Code (e.g., 800/888/877) Traffic~~

~~The following terms shall apply when either Party delivers toll free service access code (e.g., 800/877/888) ("8YY") calls to the other Party. For the purposes of this Section 11, the terms "translated" and "untranslated" refers to those toll free service access code calls that have been queried ("translated") or have not been queried ("untranslated") to an 8YY database. Except as otherwise agreed to by the Parties, all ***CLEC Acronym TXT*** originating "untranslated" 8YY traffic will be routed over a separate One Way miscellaneous Trunk group.~~

~~11.1 When Intrado Comm***CLEC Acronym TXT*** delivers translated 8YY calls to Verizon to be completed by~~

~~11.1.1 an IXC:~~

~~11.1.1.1 Intrado Comm***CLEC Acronym TXT*** will provide an appropriate EMI record to Verizon;~~

~~11.1.1.2 Intrado Comm***CLEC Acronym TXT*** will bill the IXC the Intrado Comm***CLEC Acronym TXT***'s applicable Switched Exchange Access Tariff charges and the Intrado Comm***CLEC Acronym TXT***'s applicable Tariff query charges; and~~

11.1.1.3 Verizon will bill the IXC Verizon's applicable Switched Exchange Access Tariff charges.

11.1.2 Verizon:

11.1.2.1 ~~Intrado Comm***CLEC Acronym TXT***~~ will provide an appropriate EMI record to Verizon; and

11.1.2.2 ~~Intrado Comm***CLEC Acronym TXT***~~ will bill Verizon the ~~Intrado Comm***CLEC Acronym TXT***'s Switched Exchange Access Tariff charges and the Intrado Comm***CLEC Acronym TXT***'s applicable Tariff query charge.~~

11.1.3a toll free service access code service provider in that LATA:

11.1.3.1 ~~Intrado Comm***CLEC Acronym TXT***~~ will provide an appropriate EMI record to Verizon and the toll free service access code service provider;

11.1.3.2 ~~Intrado Comm***CLEC Acronym TXT***~~ will bill the toll free service access code service provider the ~~Intrado Comm***CLEC Acronym TXT***'s applicable Switched Exchange Access Tariff charges and the Intrado Comm***CLEC Acronym TXT***'s applicable Tariff query charges; and~~

11.1.3.3 Verizon will bill the toll free service access code service provider Verizon's applicable Switched Exchange Access Tariff charges.

11.2 When Verizon performs the query and delivers translated 8YY calls, originated by Verizon's Customer or another LEC's Customer to ~~Intrado Comm***CLEC Acronym TXT***~~ to be completed by

11.2.1 ~~Intrado Comm***CLEC Acronym TXT***~~:

11.2.1.1 Verizon will provide an appropriate EMI record to ~~Intrado Comm***CLEC Acronym TXT***~~; and

11.2.1.2 Verizon will bill ~~Intrado Comm***CLEC Acronym TXT***~~ Verizon's applicable Switched Exchange Access Tariff charges and Verizon's applicable Tariff query charges.

11.2.2a toll free service access code service provider in that LATA:

11.2.2.1 Verizon will provide an appropriate EMI record to ~~Intrado Comm***CLEC Acronym TXT***~~ and the toll free service access code service provider;

11.2.2.2 Verizon will bill the toll free service access code service provider Verizon's applicable Switched Exchange Access Tariff charges and Verizon's applicable Tariff query charges; and

11.2.2.3 ~~Intrado Comm***CLEC Acronym TXT***~~ will bill the toll free service access code service provider the ~~Intrado Comm~~

~~***CLEC Acronym TXT***'s applicable Switched Exchange Access Tariff charges.~~

11.3 When ~~***CLEC Acronym TXT***~~, delivers untranslated 8YY calls to Verizon to be completed by

11.3.1an IXC:

11.3.1.1 Verizon will query the call and route the call to the appropriate IXC;

11.3.1.2 Verizon will provide an appropriate EMI record to Intrado Comm ~~***CLEC Acronym TXT***~~;

11.3.1.3 Verizon will bill the IXC Verizon's applicable Switched Exchange Access Tariff charges and Verizon's applicable Tariff query charges; and

11.3.1.4 Intrado Comm ~~***CLEC Acronym TXT***~~ will bill the IXC Intrado Comm ~~***CLEC Acronym TXT***'s applicable Switched Exchange Access Tariff charges.~~

11.3.2 Verizon:

11.3.2.1 Verizon will query the call and complete the call;

11.3.2.2 Verizon will provide an appropriate EMI record to Intrado Comm ~~***CLEC Acronym TXT***~~;

11.3.2.3 Intrado Comm ~~***CLEC Acronym TXT***~~ will bill Verizon the Intrado Comm ~~***CLEC Acronym TXT***'s applicable Switched Exchange Access Tariff charges.~~

11.3.3a toll free service access code service provider in that LATA:

11.3.3.1 Verizon will query the call and route the call to the appropriate toll free service access code service provider;

11.3.3.2 Verizon will provide an appropriate EMI record to ~~***CLEC Acronym TXT***~~ and the toll free service access code service provider;

11.3.3.3 Verizon will bill the toll free service access code service provider Verizon's applicable Switched Exchange Access Tariff and Verizon's applicable Tariff query charges; and

11.3.3.4 Intrado Comm ~~***CLEC Acronym TXT***~~ will bill the toll free service access code service provider the Intrado Comm ~~***CLEC Acronym TXT***'s applicable Switched Exchange Access Tariff charges.~~

11.4 Verizon will not direct untranslated toll free service access code call to ~~***CLEC Acronym TXT***~~.

12. Tandem Transit Traffic

12.1 As used in this Section, Tandem Transit Traffic is Telephone Exchange Service traffic that originates on Intrado Comm ~~***CLEC Acronym TXT***'s network~~, and

is transported through Verizon's Tandem to the subtending End Office or its equivalent of another carrier (CLEC, ILEC other than Verizon, Commercial Mobile Radio Service (CMRS) carrier, or other LEC ("Other Carrier"). Neither the originating nor terminating customer is a Customer of Verizon. Subtending End Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). For the avoidance of any doubt, under no circumstances shall Verizon be required to transit traffic through a Verizon Tandem to a Central Office that the LERG does not identify as subtending that particular Verizon Tandem. Switched Exchange Access Service traffic is not Tandem Transit Traffic.

12.2 Tandem Transit Traffic Service provides Intrado Comm***CLEC Acronym TXT*** with the transport of Tandem Transit Traffic as provided below.

12.3 Tandem Transit Traffic may be routed over the Interconnection Trunks described in Sections 2 through 6 of this Attachment. Intrado Comm***CLEC Acronym TXT*** shall deliver each Tandem Transit Traffic call to Verizon's Tandem with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of CLASS Features and billing functions.

12.4 Intrado Comm***CLEC Acronym TXT*** may use Tandem Transit Traffic Service only for traffic that originates on Intrado Comm***CLEC Acronym TXT***'s network and only to send traffic to an Other Carrier with whom Intrado Comm***CLEC Acronym TXT*** has a reciprocal traffic exchange arrangement (either via written agreement or mutual tariffs) that provides for the Other Carrier, to terminate or complete traffic originated by Intrado Comm***CLEC Acronym TXT*** and to bill Intrado Comm***CLEC Acronym TXT***, and not to bill Verizon, for such traffic. Intrado Comm***CLEC Acronym TXT*** agrees not to use Verizon's Tandem Transit Traffic Service to send traffic to an Other Carrier with whom Intrado Comm***CLEC Acronym TXT*** does not have such a reciprocal traffic exchange arrangement or to send traffic that does not originate on Intrado Comm***CLEC Acronym TXT***'s network.

12.5 Intrado Comm***CLEC Acronym TXT*** shall pay Verizon for Tandem Transit Traffic Service at the rates specified in the Pricing Attachment. Verizon will not be liable for compensation to any Other Carrier for any traffic that is transported through Verizon's Tandem and Verizon reserves the right to assess to Intrado Comm***CLEC Acronym TXT*** any additional charges or costs any Other Carrier imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access Service charges. If Verizon is billed by any Other Carrier for any traffic originated by Intrado Comm***CLEC Acronym TXT***, Verizon may provide notice to Intrado Comm***CLEC Acronym TXT*** of such billing. Upon receipt of such notice, Intrado Comm***CLEC Acronym TXT*** shall immediately stop using Verizon's Tandem Transit Traffic Service to send any traffic to such Other Carrier until it has provided to Verizon certification that the Other Carrier has removed such billed charges from its bill to Verizon and that the Other Carrier will not bill Verizon for any traffic originated by Intrado Comm***CLEC Acronym TXT***. Such certification must be signed by an authorized officer or agent of the Other Carrier and must be in a form acceptable to Verizon.

12.6 If Intrado Comm***CLEC Acronym TXT*** uses Tandem Transit Traffic Service for traffic volumes that exceed the Centum Call Seconds (Hundred Call Seconds) busy-hour equivalent of 200,000 combined minutes of use per month (a DS1 equivalent) to the subtending End Office of a particular Other Carrier for any month (the "Threshold Level"), Intrado Comm***CLEC Acronym TXT*** shall use good faith efforts to establish direct interconnection with such Other Carrier and

reduce such traffic volumes below the Threshold Level. If Verizon believes that Intrado Comm***CLEC Acronym TXT*** has not exercised good faith efforts promptly to obtain such direct interconnection, either Party may use the Dispute Resolution processes of this Agreement.

12.7 If Intrado Comm***CLEC Acronym TXT*** fails to comply with Section 12 of this Attachment, such failure shall be a material breach of a material provision of this Agreement and Verizon may exercise any and all remedies under this Agreement and Applicable Law for such breach.

12.8 If or when a third party carrier plans to sublend an Intrado Comm***CLEC Acronym TXT*** switch, then Intrado Comm***CLEC Acronym TXT*** shall provide written notice to Verizon at least ninety (90) days before such subrending service arrangement becomes effective so that Verizon may negotiate and establish direct interconnection with such third party carrier. Upon written request from Verizon, Intrado Comm***CLEC Acronym TXT*** shall offer to Verizon a service arrangement equivalent to or the same as Tandem Transit Traffic Service provided by Verizon to Intrado Comm***CLEC Acronym TXT*** as defined in this Section such that Verizon may terminate calls to a Central Office or its equivalent of a CLEC, ILEC other than Verizon, CMRS carrier, or other LEC, that subrends an Intrado Comm***CLEC Acronym TXT*** Central Office or its equivalent ("Reciprocal Tandem Transit Service"). Intrado Comm***CLEC Acronym TXT*** shall offer such Reciprocal Transit Service arrangements under terms and conditions of an amendment to this Agreement or a separate agreement no less favorable than those provided in this Section.

12.9 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange arrangement with any carrier to which it originates, or from which it terminates, traffic.

13. Number Resources, Rate Center Areas and Routing Points

13.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Center Areas and Routing Points corresponding to such NXX codes.

13.2 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to information provided on ASRs as well as the LERG in order to recognize and route traffic to the other Party's assigned NXX codes. Except as expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

13.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, Intrado Comm***CLEC Acronym TXT*** shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Verizon within the LATA and Tandem serving area. Intrado Comm***CLEC Acronym TXT*** shall assign whole NPA-NXX codes to each Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the LEC industry adopts alternative methods of utilizing NXXs.

13.4 Intrado Comm***CLEC Acronym TXT*** will also designate a Routing Point for each assigned NXX code. Intrado Comm***CLEC Acronym TXT*** shall designate one location for each Rate Center Area in which the Intrado Comm***CLEC

~~Acronym TXT*** has established NXX code(s) as the Routing Point for the NPA-NXXs associated with that Rate Center Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself. Unless specified otherwise, calls to subsequent NXXs of Intrado Comm***CLEC Acronym TXT*** will be routed in the same manner as calls to Intrado Comm***CLEC Acronym TXT***'s initial NXXs.~~

~~13.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain Intrado Comm***CLEC Acronym TXT***'s choices regarding the size of the local calling area(s) that Intrado Comm***CLEC Acronym TXT*** may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to Verizon's local calling areas.~~

14. Joint Network Implementation and Grooming Process; Forecasting

14.1 Joint Network Implementation and Grooming Process.

~~Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia:~~

~~14.1.1 standards to ensure that Interconnection Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within Verizon's network and in accord with all appropriate relevant industry accepted quality, reliability and availability standards. Except as otherwise stated in this Agreement, trunks provided by either Party for Interconnection services will be engineered using a design blocking objective of B-01.~~

~~14.1.2 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;~~

~~14.1.3 disaster recovery provision escalations;~~

~~14.1.4 additional technically feasible Point(s) of Interconnection on Verizon's network in a LATA as provided in Section 2 of this Attachment; and~~

~~14.1.5 such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.~~

14.2 Trunk Forecasting Requirements.

~~14.2.1 Initial Trunk Forecast Requirements. At least ninety (90) days before initiating interconnection in a LATA, Intrado Comm***CLEC Acronym TXT*** shall provide Verizon a two (2) year traffic forecast that complies with the Verizon Interconnection Trunking Forecast Guide, as revised from time to time. This initial traffic forecast will provide the amount of traffic to be delivered to and from Verizon over each of the Interconnection Trunk groups in the LATA over the next eight (8) quarters.~~

~~14.2.2 Ongoing Trunk Forecast Requirements. Where the Parties have already established interconnection in a LATA, Intrado Comm***CLEC~~

Acronym TXT*** shall provide a new or revised traffic forecast that complies with the Verizon Interconnection Trunking Forecast Guide when ~~Intrado Comm***CLEC Acronym TXT***~~ develops plans or becomes aware of information that will materially affect the Parties' interconnection in that LATA. Instances that require a new or revised forecast include, but are not limited to: (a) ~~Intrado Comm***CLEC Acronym TXT***~~ plans to deploy a new switch; (b) ~~Intrado Comm***CLEC Acronym TXT***~~ plans to implement a new POI or network architecture; (c) ~~Intrado Comm***CLEC Acronym TXT***~~ plans to rearrange its network; (d) ~~Intrado Comm***CLEC Acronym TXT***~~ plans to convert a One Way Interconnection Trunk group to a Two Way Interconnection Trunk group; (e) ~~Intrado Comm***CLEC Acronym TXT***~~ plans to convert a Two Way Interconnection Trunk group to a One Way Interconnection Trunk group; or (f) ~~Intrado Comm***CLEC Acronym TXT***~~ expects a significant change in interconnection traffic volume. In addition, upon request by either Party, the Parties shall meet to: (i) review traffic and usage data on End Office and Tandem Interconnection Trunk groups and (ii) determine whether the Parties should establish new Interconnection Trunk groups, augment existing Interconnection Trunk groups, or disconnect existing Interconnection Trunks.

~~14.2.3 Use of Trunk Forecasts.~~ Trunk forecasts provided pursuant to this Agreement must be prepared in good faith but are not otherwise binding on ~~Intrado Comm***CLEC Acronym TXT***~~ or Verizon.

15. Number Portability - Section 251(B)(2)

15.1 Scope.

The Parties shall provide Number Portability (NP) in accordance with rules and regulations as from time to time prescribed by the FCC.

15.2 Procedures for Providing LNP ("Local Number Portability").

The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and the Industry Numbering Council (INC), and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the OBF. The Parties shall provide LNP on a reciprocal basis.

~~15.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received authorization from the Customer in accordance with Applicable Law and sends an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network.~~

~~15.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database (LIDB). Reactivation of the line based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's Customer.~~

~~15.2.3 When a Customer of Party A ports their telephone numbers to Party B and the Customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the Customer. Party B may request that Party A port all reserved numbers assigned to the Customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the Customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another Customer.~~

~~15.2.4 When a Customer of Party A ports their telephone numbers to Party B, in the process of porting the Customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the Customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.~~

~~15.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), according to industry standards.~~

~~15.2.6 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in 15.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.~~

~~15.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging services; NXX codes assigned for internal testing and official use, and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.~~

~~15.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.~~

~~15.3 Procedures for Providing NP Through Full NXX Code Migration.~~

~~Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to~~

appropriate industry lead times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

15.4 Procedures for LNP Request.

The Parties shall provide for the requesting of End Office LNP capability on a reciprocal basis through a written request. The Parties acknowledge that Verizon has deployed LNP throughout its network in compliance with FCC 96-286 and other applicable FCC Regulations.

15.4.1 If Party B desires to have LNP capability deployed in an End Office of Party A, which is not currently capable, Party B shall issue a LNP request to Party A. Party A will respond to the Party B, within ten (10) days of receipt of the request, with a date for which LNP will be available in the requested End Office. Party A shall proceed to provide for LNP in compliance with the procedures and timelines set forth in FCC 96-286, Paragraph 80, and FCC 97-74, Paragraphs 65 through 67.

15.4.2 The Parties acknowledge that each can determine the LNP-capable End Offices of the other through the Local Exchange Routing Guide (LERG). In addition, the Parties shall make information available upon request showing their respective LNP-capable End Offices, as set forth in this Section 15.4.

15.5 ~~Intrado Comm~~ ***CLEC Acronym TXT*** shall submit orders to port numbers electronically using an LSR via the Verizon web Graphical User Interface ("GUI") or Electronic Data Interface ("EDI") pursuant to the instructions, business rules and guidelines set forth on the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website).

16.14. Good Faith Performance

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of [State] a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with ***CLEC Acronym TXT*** reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

RESALE ATTACHMENT

1. General

Verizon shall provide to Intrado Comm***CLEC Acronym TXT***, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, Verizon's Telecommunications Services for resale by Intrado Comm***CLEC Acronym TXT***; provided, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide Telecommunications Services for resale to Intrado Comm***CLEC Acronym TXT*** only to the extent required by Applicable Law and may decline to provide a Telecommunications Service to Intrado Comm***CLEC Acronym TXT*** to the extent that provision of such Telecommunications Service is not required by Applicable Law.

2. Use of Verizon Telecommunications Services

2.1 Verizon Telecommunications Services may be purchased by Intrado Comm***CLEC Acronym TXT*** under this Resale Attachment only for the purpose of resale by Intrado Comm***CLEC Acronym TXT*** as a Telecommunications Carrier. Verizon Telecommunications Services to be purchased by Intrado Comm***CLEC Acronym TXT*** for other purposes (including, but not limited to, Intrado Comm***CLEC Acronym TXT***'s own use) must be purchased by Intrado Comm***CLEC Acronym TXT*** pursuant to other applicable Attachments to this Agreement (if any), or separate written agreements, including, but not limited to, applicable Verizon Tariffs.

2.2 Intrado Comm***CLEC Acronym TXT*** shall not resell:

2.2.1 Residential service to persons not eligible to subscribe to such service from Verizon (including, but not limited to, business or other nonresidential Customers);

2.2.2 Lifeline, Link Up America, or other means-tested service offerings, to persons not eligible to subscribe to such service offerings from Verizon;

2.2.3 Grandfathered or discontinued service offerings to persons not eligible to subscribe to such service offerings from Verizon; or

2.2.4 Any other Verizon service in violation of a restriction stated in this Agreement (including, but not limited to, a Verizon Tariff) that is not prohibited by Applicable Law.

2.2.5 In addition to any other actions taken by Intrado Comm***CLEC Acronym TXT*** to comply with this Section 2.2, Intrado Comm***CLEC Acronym TXT*** shall take those actions required by Applicable Law to determine the eligibility of Intrado Comm***CLEC Acronym TXT*** Customers to purchase a service, including, but not limited to, obtaining any proof or certification of eligibility to purchase Lifeline, Link Up America, or other means-tested services, required by Applicable Law. Intrado Comm***CLEC Acronym TXT*** shall indemnify Verizon from any Claims resulting from Intrado Comm***CLEC Acronym TXT***'s failure to take such actions required by Applicable Law.

2.2.6 Verizon may perform audits to confirm Intrado Comm***CLEC Acronym TXT***'s conformity to the provisions of this Section 2.2. Such audits may be performed twice per calendar year and shall be performed in accordance with Section 7 of the General Terms and Conditions.

2.3 Intrado Comm***CLEC Acronym TXT*** shall be subject to the same limitations that Verizon's Customers are subject to with respect to any Telecommunications Service that Verizon grandfathers or discontinues offering. Without limiting the foregoing, except to the extent that Verizon follows a different practice for Verizon Customers in regard to a grandfathered Telecommunications Service, such grandfathered Telecommunications Service: (a) shall be available only to a Customer that already has such Telecommunications Service; (b) may not be moved to a new service location; and (c) will be furnished only to the extent that facilities continue to be available to provide such Telecommunications Service.

2.4 Intrado Comm***CLEC Acronym TXT*** shall not be eligible to participate in any Verizon plan or program under which Verizon Customers may obtain products or services, which are not Verizon Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using Verizon Telecommunications Services unless permitted by court or state commission decisions.

2.5 In accordance with 47 CFR § 51.617(b), Verizon shall be entitled to all charges for Verizon Exchange Access services used by interexchange carriers to provide service to Intrado Comm***CLEC Acronym TXT*** Customers.

3. Availability of Verizon Telecommunications Services

3.1 Verizon will provide a Verizon Telecommunications Service to Intrado Comm***CLEC Acronym TXT*** for resale pursuant to this Attachment where and to the same extent, but only where and to the same extent that such Verizon Telecommunications Service is provided to Verizon's Customers.

3.2 Except as otherwise required by Applicable Law, subject to Section 3.1 of this Attachment, Verizon shall have the right to add, modify, grandfather, discontinue or withdraw Verizon Telecommunications Services at any time, with notice to without the consent of Intrado Comm***CLEC Acronym TXT***.

3.3 To the extent required by Applicable Law, the Verizon Telecommunications Services to be provided to Intrado Comm***CLEC Acronym TXT*** for resale pursuant to this Attachment will include a Verizon Telecommunications Service customer-specific contract service arrangement ("CSA") (such as a customer specific pricing arrangement or individual case based pricing arrangement) that Verizon is providing to a Verizon Customer at the time the CSA is requested by Intrado Comm***CLEC Acronym TXT***.

4. Responsibility for Charges

4.1 Intrado Comm***CLEC Acronym TXT*** shall be responsible for and pay to Verizon all charges for any Telecommunications Services provided by Verizon or provided by persons other than Verizon and billed for by Verizon, that are ordered, activated or used by Intrado Comm***CLEC Acronym TXT***, Intrado Comm***CLEC Acronym TXT*** Customers or any other persons, through, by means of, or in association with, Telecommunications Services provided by Verizon to Intrado Comm***CLEC Acronym TXT*** pursuant to this Resale Attachment.

- 4.2 Upon request by Intrado Comm^{***CLEC Acronym TXT***}, Verizon will provide for use on resold Verizon retail Telecommunications Service dial tone lines purchased by Intrado Comm^{***CLEC Acronym TXT***} such Verizon retail Telecommunications Service call blocking and call screening services as Verizon provides to its own end user retail Customers, where and to the extent Verizon provides such Verizon retail Telecommunications Service call blocking services to Verizon's own end user retail Customers. Intrado Comm^{***CLEC Acronym TXT***} understands and agrees that certain of Verizon's call blocking and call screening services are not guaranteed to block or screen all calls and that notwithstanding Intrado Comm^{***CLEC Acronym TXT***}'s purchase of such blocking or screening services, Intrado Comm^{***CLEC Acronym TXT***}'s end user Customers or other persons ordering, activating or using Telecommunications Services on the resold dial tone lines may complete or accept calls which Intrado Comm^{***CLEC Acronym TXT***} intended to block. Notwithstanding the foregoing, Intrado Comm^{***CLEC Acronym TXT***} shall be responsible for and shall pay Verizon all charges for Telecommunications Services provided by Verizon or provided by persons other than Verizon and billed for by Verizon in accordance with the terms of Section 4.1 above.

5. Operations Matters

5.1 Facilities.

- 5.1.1 Verizon and its suppliers shall retain all of their right, title and interest in all facilities, equipment, software, information, and wiring used to provide Verizon Telecommunications Services.
- 5.1.2 Verizon shall have access at all reasonable times to Intrado Comm^{***CLEC Acronym TXT***} Customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring used to provide the Verizon Telecommunications Services. Intrado Comm^{***CLEC Acronym TXT***} shall, at Intrado Comm^{***CLEC Acronym TXT***}'s expense, obtain any rights and authorizations necessary for such access.
- 5.1.3 Except as otherwise agreed to in writing by Verizon, Verizon shall not be responsible for the installation, inspection, repair, maintenance, or removal of facilities, equipment, software, or wiring provided by Intrado Comm^{***CLEC Acronym TXT***} or Intrado Comm^{***CLEC Acronym TXT***} Customers for use with Verizon Telecommunications Services.

5.2 Branding.

- 5.2.1 Except as stated in Section 5.2.2 of this Attachment, in providing Verizon Telecommunications Services to Intrado Comm^{***CLEC Acronym TXT***}, Verizon shall have the right (but not the obligation) to identify the Verizon Telecommunications Services with Verizon's trade names, trademarks and service marks ("Verizon Marks"), to the same extent that these Services are identified with Verizon's Marks when they are provided to Verizon's Customers. Any such identification of Verizon's Telecommunications Services shall not constitute the grant of a license or other right to Intrado Comm^{***CLEC Acronym TXT***} to use Verizon's Marks.
- 5.2.2 To the extent required by Applicable Law, upon request by Intrado Comm^{***CLEC Acronym TXT***} and at prices, terms and conditions to be negotiated by Intrado Comm^{***CLEC Acronym TXT***} and Verizon,

Verizon shall provide Verizon Telecommunications Services for resale that are identified by Intrado Comm***CLEC Acronym TXT***'s trade name, or that are not identified by trade name, trademark or service mark.

- 5.2.3 If Verizon uses a third-party contractor to provide Verizon operator services or Verizon directory assistance, Intrado Comm***CLEC Acronym TXT*** will be responsible for entering into a direct contractual arrangement with the third-party contractor at Intrado Comm***CLEC Acronym TXT***'s expense (a) to obtain identification of Verizon operator services or Verizon directory assistance purchased by Intrado Comm***CLEC Acronym TXT*** for resale with Intrado Comm***CLEC Acronym TXT***'s trade name, or (b) to obtain removal of Verizon Marks from Verizon operator services or Verizon directory assistance purchased by Intrado Comm***CLEC Acronym TXT*** for resale.

6. Rates and Charges

The rates and charges for Verizon Telecommunication Services purchased by Intrado Comm***CLEC Acronym TXT*** for resale pursuant to this Attachment shall be as provided in this Attachment and the Pricing Attachment.

7. Good Faith Performance

~~If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of [State] a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with ***CLEC Acronym TXT*** reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures. The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed.~~

NETWORK ELEMENTS ATTACHMENT

1. General

- 1.1 Verizon shall provide to Intrado Comm~~***CLEC Acronym TXT***~~, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of the Federal Unbundling Rules, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations), and UNEs commingled with wholesale services ("Commingling"); provided, however, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide access to unbundled Network Elements (UNEs), Combinations, and Commingling to Intrado Comm~~***CLEC Acronym TXT***~~ under the terms of this Agreement only to the extent required by the Federal Unbundling Rules and may decline to provide access to UNEs, Combinations, or Commingling to Intrado Comm~~***CLEC Acronym TXT***~~ to the extent that provision of such UNEs, Combinations, or Commingling is not required by the Federal Unbundling Rules.
- 1.2 Verizon shall be obligated to combine UNEs that are not already combined in Verizon's network only to the extent required by the Federal Unbundling Rules. Except as otherwise required by this Agreement and the Federal Unbundling Rules: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to this Agreement only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are already available in Verizon's network; and (b) Verizon shall have no obligation to construct, modify, or deploy facilities or equipment to offer any UNE or Combination.
- 1.3 Intrado Comm~~***CLEC Acronym TXT***~~ may use a UNE or Combination only for those purposes for which Verizon is required by the Federal Unbundling Rules to provide such UNE or Combination to Intrado Comm~~***CLEC Acronym TXT***~~. Without limiting the foregoing, Intrado Comm~~***CLEC Acronym TXT***~~ may not access a UNE or Combination for the exclusive provision of Mobile Wireless Services or Interexchange Services. For purposes of this section, "Interexchange Services" shall have the meaning set forth in the Triennial Review Remand Order and subsequent applicable FCC orders.
- 1.3.1 Verizon shall not be obligated to provide to Intrado Comm~~***CLEC Acronym TXT***~~, and Intrado Comm~~***CLEC Acronym TXT***~~ shall not request from Verizon, access to a proprietary advanced intelligent network service.
- 1.4 Nothing contained in this Agreement shall be deemed to constitute an agreement by Verizon that any item identified in this Agreement as a Network Element is (i) a Network Element under the Federal Unbundling Rules, or (ii) a Network Element Verizon is required by the Federal Unbundling Rules to provide to Intrado Comm~~***CLEC Acronym TXT***~~ on an unbundled basis or in combination with other Network Elements.

1.5 If as the result of Intrado Comm***CLEC Acronym TXT*** Customer actions (e.g., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the Intrado Comm***CLEC Acronym TXT*** Customer premises, Intrado Comm***CLEC Acronym TXT*** will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge as provided in the Pricing Attachment and the Customer Not Ready Charge provided for in the Pricing Attachment (or, in the absence of a Customer Not Ready Charge, the Premises Visit Charge as provided in Verizon's applicable retail or wholesale Tariff or in the Pricing Attachment).

1.6 Absence or Cessation of Unbundling Obligation and Related Provisions. The following provisions shall apply notwithstanding any other provision of this Agreement or any Verizon Tariff or SGAT:

1.6.1 Discontinued Facilities.

1.6.1.1 Verizon may cease offering or providing Intrado Comm***CLEC Acronym TXT*** with access on an unbundled basis at rates prescribed under Section 251 of the Act to any facility that is or becomes a Discontinued Facility, whether as a stand-alone UNE, as part of a Combination, or otherwise. To the extent Verizon has not already ceased offering or providing unbundled access to a particular Discontinued Facility that is a Discontinued Facility as of the Effective Date, Verizon may cease offering or providing unbundled access to such Discontinued Facility immediately upon the Effective Date without further notice to Intrado Comm***CLEC Acronym TXT***. Subject to Section 1.7 below, if a facility on or at any time after the Effective Date is or becomes a Discontinued Facility, Verizon, to the extent it has not already ceased providing unbundled access to such Discontinued Facility, and provided it has given at least ninety (90) days written notice of discontinuance in cases where it has not already ceased providing such access, will continue to provide unbundled access to such Discontinued Facility under the Agreement only through the effective date of the notice of discontinuance, and not beyond that date.

1.6.1.2 Where Verizon is permitted to cease providing a Discontinued Facility pursuant to Section 1.6.1 above and Intrado Comm***CLEC Acronym TXT*** has not submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the Discontinued Facility and has not separately secured from Verizon an alternative arrangement to replace the Discontinued Facility, then Verizon, to the extent it has not already done so, may disconnect the subject Discontinued Facility without further notice to Intrado Comm***CLEC Acronym TXT***. In lieu of disconnecting the subject Discontinued Facility in the foregoing circumstances, Verizon, in its sole discretion, may elect to: (a) convert the subject Discontinued Facility to an arrangement available under a Verizon access tariff (in which case month-to-month rates shall apply unless a different rate applies under an applicable special access

term/volume plan or other special access tariff arrangement in which Intrado Comm~~***CLEC Acronym TXT***~~ is then enrolled), a resale arrangement, or other analogous arrangement that Verizon shall identify or has identified in writing to Intrado Comm~~***CLEC Acronym TXT***~~, or (b) in lieu of such a conversion, reprice the subject Discontinued Facility by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an arrangement available under a Verizon access tariff (at month-to-month rates unless a different rate applies under an applicable special access term/volume plan or other special access tariff arrangement in which ~~***CLEC Acronym TXT***~~ Intrado Comm is then enrolled), a resale arrangement, or other analogous arrangement that Verizon shall identify or has identified in writing to Intrado Comm~~***CLEC Acronym TXT***~~; provided, however, that Verizon may disconnect the subject Discontinued Facility (or the replacement service to which the Discontinued Facility has been converted) if Intrado Comm~~***CLEC Acronym TXT***~~ fails to pay when due any applicable new rate or surcharge billed by Verizon.

1.7 TRRO Certification and Related Provisions.

1.7.1 TRRO Certification. Before requesting unbundled access to a DS1 Loop, a DS3 Loop, DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport, including, but not limited to, any of the foregoing elements that constitute part of a Combination or that Intrado Comm~~***CLEC Acronym TXT***~~ seeks to convert from another wholesale service to an unbundled network element (collectively, "TRRO Certification Elements"), Intrado Comm~~***CLEC Acronym TXT***~~ must undertake a reasonably diligent inquiry and, based on that inquiry, certify that, to the best of its knowledge, Intrado Comm~~***CLEC Acronym TXT***~~'s request is consistent with the requirements of the TRRO and that Intrado Comm~~***CLEC Acronym TXT***~~ is entitled to unbundled access to the subject element pursuant to section 251(c)(3) of the Act. Intrado Comm~~***CLEC Acronym TXT***~~ shall provide such certification using the automated method that Verizon makes available for that purpose. Intrado Comm~~***CLEC Acronym TXT***~~'s reasonably diligent inquiry must include, at a minimum, consideration of any list of non-impaired UNE Wire Centers that Verizon makes or has made available to Intrado Comm~~***CLEC Acronym TXT***~~ by notice and/or by publication on Verizon's wholesale website (the "Wire Center List") and any back-up data that Verizon provides or has provided to Intrado Comm~~***CLEC Acronym TXT***~~ under a non-disclosure agreement or that is otherwise available to Intrado Comm~~***CLEC Acronym TXT***~~.

1.7.2 Provision-then-Dispute Requirements.

1.7.2.1 Upon receiving a request from Intrado Comm~~***CLEC Acronym TXT***~~ for unbundled access to a TRRO Certification Element and the certification required by Section 1.7.1 above, and except as provided in Section 1.7.2.3 below, Verizon shall process the request in accordance with any applicable standard intervals. If

Verizon wishes to challenge Intrado Comm***CLEC Acronym TXT***'s right to obtain unbundled access to the subject element pursuant to 47 U.S.C. § 251(c)(3), then (except as provided in Section 1.7.2.3 below) Verizon must provision the subject element as a UNE and then seek resolution of the dispute by the Commission or the FCC, or through such other dispute resolution process that Verizon elects to invoke under the dispute resolution provisions of this Agreement.

1.7.2.2 If a dispute pursuant to section 1.7.2.1 above is resolved in Verizon's favor, then Intrado Comm***CLEC Acronym TXT*** shall compensate Verizon for the additional charges that would apply if Intrado Comm***CLEC Acronym TXT*** had ordered the subject facility or service on a month-to-month term under Verizon's interstate special access tariff (except as provided in section 1.7.2.2.1 below as to Dark Fiber Transport) and any other applicable charges, applicable back to the date of provisioning (including, but not limited to, late payment charges for the unpaid difference between UNE and access tariff rates). The month-to-month rates shall apply until such time as Intrado Comm***CLEC Acronym TXT*** requests disconnection of the subject facility or an alternative term that Verizon offers under its interstate special access tariff for the subject facility or service.

1.7.2.2.1 In the case of Dark Fiber Transport (there being no analogous service under Verizon's access tariffs), the monthly recurring charges that Verizon may charge, and that Intrado Comm***CLEC Acronym TXT*** shall be obligated to pay, for each circuit shall be the charges for the commercial service that Verizon, in its sole discretion, determines to be analogous to the subject Dark Fiber Transport and, unless otherwise agreed in writing by the Parties, Verizon may, without further notice, disconnect the subject dark fiber facility within thirty (30) days of the date on which the dispute is resolved in Verizon's favor. In any case where Intrado Comm***CLEC Acronym TXT***, within thirty (30) days of the date on which the dispute is resolved in Verizon's favor, submits a valid ASR for a "lit" service to replace the subject Dark Fiber Transport facility, Verizon shall continue to provide the Dark Fiber Transport facility at the rates specified above, but only for the duration of the standard interval for installation of the "lit" service.

1.7.2.3 Notwithstanding any other provision of the Agreement, Verizon may reject an Intrado Comm***CLEC Acronym TXT*** order for a TRRO Certification Element without first seeking dispute resolution: (a) in any case where Intrado Comm***CLEC Acronym TXT***'s order conflicts with a

provision of a Verizon Tariff, (b) in any case where Intrado Comm ~~***CLEC Acronym TXT***~~'s order conflicts with a non-impaired UNE Wire Center designation set forth in a Wire Center List that Verizon has made available to Intrado Comm ~~***CLEC Acronym TXT***~~ by notice and/or by publication on Verizon's wholesale website, (c) in any case where Intrado Comm ~~***CLEC Acronym TXT***~~'s order conflicts with a non-impaired UNE Wire Center designation that the Commission or the FCC has ordered or approved or that has otherwise been confirmed through previous dispute resolution (regardless of whether Intrado Comm ~~***CLEC Acronym TXT***~~ was a party to such dispute resolution), or (d) as otherwise permitted under the Federal Unbundling Rules (including, but not limited to, upon a determination by the Commission, the FCC, or a court of competent jurisdiction that Verizon may reject orders for TRRO Certification Elements without first seeking dispute resolution).

- 1.8 Limitation With Respect to Replacement Arrangements. Notwithstanding any other provision of this Agreement, any negotiations regarding any UNE-replacement arrangement, facility, service or the like that Verizon is not required to provide under the Federal Unbundling Rules (including without limitation any arrangement, facility, service or the like that Verizon offers under an access tariff) shall be deemed not to have been conducted pursuant to the Agreement, 47 U.S.C. § 252(a)(1), or 47 C.F.R. Part 51, and shall not be subject to arbitration or other requirements under to 47 U.S.C. § 252(b). Any reference in this Attachment to Verizon's provision of a arrangement, facility, service or the like that Verizon is not required to provide under the Federal Unbundling Rules is solely for the convenience of the Parties and shall not be construed to require or permit: (a) arbitration pursuant to 47 U.S.C. § 252(b) of the rates, terms, or conditions upon which Verizon may provide such arrangement, facility, service or the like, or (b) application of 47 U.S.C. § 252 in any other respect.

2. **Verizon's Provision of Network Elements**

Subject to the conditions set forth in Section 1 of this Attachment, in accordance with, but only to the extent required by, the Federal Unbundling Rules, Verizon shall provide Intrado Comm ~~***CLEC Acronym TXT***~~ access to the following:

- 2.1 Loops, as set forth in Section 3 of this Attachment;
- 2.2 Line Splitting (also referred to as "Loop Sharing"), as set forth in Section 4 of this Attachment;
- 2.3 [Intentionally Left Blank];
- 2.4 Sub-Loops, as set forth in Section 6 of this Attachment;
- 2.5 Sub-Loop for Multiunit Tenant Premises Access, as set forth in Section 7 of this Attachment;
- 2.6 Dark Fiber Transport (sometimes referred to as "Dark Fiber IOF"), as set forth in Section 8 of this Attachment;
- 2.7 Network Interface Device, as set forth in Section 9 of this Attachment;

- 2.8 [Intentionally Left Blank];
- 2.9 Dedicated Transport (may also be referred to as "Interoffice Transmission Facilities") (or "IOF"), as set forth in Section 11 of this Attachment;
- 2.10 [Intentionally Left Blank];
- 2.11 Operations Support Systems, as set forth in Section 13 of this Attachment; and
- 2.12 Other UNEs in accordance with Section 14 of this Attachment.

3. Loop Transmission Types

- 3.1 Subject to the conditions set forth in Section 1 of this Attachment, Verizon shall allow Intrado Comm ~~***CLEC Acronym TXT***~~ to access Loops unbundled from local switching and local transport, in accordance with this Section 3 and the rates and charges provided in the Pricing Attachment. Verizon shall allow Intrado Comm ~~***CLEC Acronym TXT***~~ access to Loops in accordance with, but only to extent required by, the Federal Unbundling Rules. Subject to the foregoing and the provisions regarding FTTP Loops, in Section 3.5 below, and Hybrid Loops, in Section 3.6 below, the available Loop types are as set forth below:
 - 3.1.1 "2 Wire Analog Voice Grade Loop" or "Analog 2W" provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals and loop-start signaling. This Loop type is more fully described in Verizon Technical Reference (TR)-72565, as revised from time-to-time. If "Customer-Specified Signaling" is requested, the Loop will operate with one of the following signaling types that may be specified when the Loop is ordered: loop-start, ground-start, loop-reverse-battery, and no signaling. Customer specified signaling is more fully described in Verizon TR-72570, as revised from time-to-time. Verizon will not build new facilities or modify existing facilities except to the extent required in Section 17 of this Attachment.
 - 3.1.2 "4-Wire Analog Voice Grade Loop" or "Analog 4W" provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals. This Loop type will operate with one of the following signaling types that may be specified when the Loop is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. This Loop type is more fully described in Verizon TR-72570, as revised from time-to-time. Verizon will not build new facilities or modify existing facilities except to the extent required in Section 17 of this Attachment.
 - 3.1.3 "2-Wire ISDN Digital Grade Loop" or "BRI ISDN" provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code. This Loop type is more fully described in American National Standards Institute (ANSI) T1.601-1998 and Verizon TR 72575, as revised from time-to-time. In some cases loop extension equipment may be necessary to bring the line loss within acceptable levels. Verizon will provide loop extension equipment only upon request. A separate charge will apply for loop extension equipment. The 2-Wire ISDN Digital Grade Loop is available only in the former Bell Atlantic Service Areas. In the former

GTE Service Areas only, Intrado Comm~~***CLEC Acronym TXT***~~ may order a 2-Wire Digital Compatible Loop using 2-wire ISDN ordering codes to provide similar capability. Verizon will not build new facilities or modify existing facilities except to the extent required in Section 17 of this Attachment.

- 3.1.4 "2-Wire ADSL-Compatible Loop" or "ADSL 2W" provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 8 Mbps toward the Customer and up to 1 Mbps from the Customer. This Loop type is more fully described in Verizon TR-72575, as revised from time-to-time. ADSL-Compatible Loops will be available only where existing copper facilities are available and meet applicable specifications. Verizon will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 17 of this Attachment. The upstream and downstream ADSL power spectral density masks and dc line power limits in Verizon TR 72575, as revised from time-to-time, must be met. The 2-Wire ADSL-Compatible Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Intrado Comm~~***CLEC Acronym TXT***~~ may order a 2-Wire Digital Compatible Loop using 2-wire ADSL ordering codes to provide similar capability.
- 3.1.5 "2-Wire HDSL-Compatible Loop" or "HDSL 2W" consists of a single 2-wire non-loaded, twisted copper pair that meets the carrier serving area design criteria. This Loop type is more fully described in Verizon TR-72575, as revised from time-to-time. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, as revised from time-to-time, must be met. 2-Wire HDSL-Compatible Loops will be provided only where existing facilities are available and can meet applicable specifications. The 2-Wire HDSL-Compatible Loop is available only in the former Bell Atlantic Service areas. In the former GTE Service Areas only, Intrado Comm~~***CLEC Acronym TXT***~~ may order a 2-Wire Digital Compatible Loop using 2-Wire HDSL ordering codes to provide similar capability. Verizon will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 17 of this Attachment.
- 3.1.6 "4-Wire HDSL-Compatible Loop" or "HDSL 4W" consists of two 2-wire non-loaded, twisted copper pairs that meet the carrier serving area design criteria. This Loop type is more fully described in Verizon TR-72575, as revised from time-to-time. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, as revised from time-to-time, must be met. 4-Wire HDSL-Compatible Loops will be provided only where existing facilities are available and can meet applicable specifications. Verizon will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 17 of this Attachment.
- 3.1.7 "2-Wire IDSL-Compatible Metallic Loop" consists of a single 2-wire non-loaded, twisted copper pair that meets revised resistance design criteria. This Loop is intended to be used with very-low band symmetric DSL systems that meet the Class 1 signal power limits and other criteria in the T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3) and are not compatible with 2B1Q 160 kbps ISDN transport systems. The actual data rate achieved depends upon the performance of CLEC-provided modems with the electrical